Environmental Protection

59-17 Junction Boulevard

Flushing, New York 11373

**Carter H. Strickland, Jr.**
**Commissioner**

Mary F. Pazan
Agency Chief Contracting Officer

**May-13**

NEW YORK CITY DEPARTMENT
ENVIRONMENTAL PROTECTION

# NEW YORK CITY HOUSES REHABILITATION PROGRAM

# VOLUME I

## GENERAL CONSTRUCTION

## INVITATION FOR BID

**Complete and submit this Bid in a sealed envelope to:**
**DEP Bid Administrator**
**59-17 Junction Boulevard, 17th Floor**
**Flushing, New York 11373**

# SPECIAL NOTICE TO BIDDERS

The New York City Department of Small Business Services (SBS), in conjunction with lender partners, has established the Upfront Capital Loan program to provide financing of mobilization costs for both prime contractors and subcontractors on City projects.

Under this initiative, loans are available for mobilization needs such as insurance, labor, supplies and equipment. Bidders are encouraged to visit www.nyc.gov/CompeteToWin to learn more or contact UpfrontCapital@sbs.nyc.gov or 311 to obtain details and determine preliminary eligibility.

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

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

NYC BUSINESS SOLUTIONS

# Getting Capital for City Contracts Just Got Easier

Are you an experienced contractor who wants to compete on City contracts, but need capital to fund upfront project costs? **NYC Construction Loan** makes it easier for small firms to compete. If eligible, you will get packaging assistance and preapproval with the New York Business Development Corporation.

## Who is Eligible?

If you are a small business in New York City or certain counties in Long Island and upstate New York with resource needs such as labor, supplies, equipment and insurance, NYC Construction Loan may be right for you! You should also have plans to bid on a construction contract from one of these participating City agencies:

- Department of Design + Construction
- Department of Transportation
- Department of Environmental Protection
- Department of Citywide Administrative Services
- Department of Parks & Recreation

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## Get Started

Visit us at nyc.gov/nycbusiness and look for "Growing Your Business" to learn more!

E-mail constructionloan@sbs.nyc.gov or call 212.513.6444 for an initial assessment

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NYBDC

**New York Business Development Corporation (NYBDC)** is a complement to conventional banking, working in partnership with banks to provide term loans, many of which do not meet the requirements for traditional financing. Our goal is to be more creative in our underwriting.

FINAL 11/17/11

**Assignment of moneys due or to become due under public improvement contract**

KNOW ALL BY THESE PRESENTS, That _____, a _____ corporation, with an address at _____, hereinafter designated as the **assignor**,

IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, by New York Business Development Corporation, a New York corporation, with an address at 50 Beaver Street, Albany, NY 12207, hereinafter designated as the **assignee**, to the assignor in hand paid, receipt whereof is hereby acknowledged by the assignor.

The assignor has hereby assigned, sold, transferred, and set-over, and by these presents does hereby assign, sell, transfer, and set-over unto the assignee, the administrators, executors, assigns, and successors, for its own use and benefit, absolutely and forever, money or moneys due or to become due to the assignor in the sum of $_____, under a certain contract made by and between The City of New York, Department of _____ (the "Agency") as party of the first part, and _____, as party of the second part, dated the _____ day of _____, and bearing Contract Registration No. _____, Contract No. _____ and PIN #_____ covering the [NAME OF PROJECT].(the "Contract").

And the assignor does hereby authorize, empower, and direct the Comptroller of the City of New York, New York (the "City") or any department thereof, to pay to the assignee, its administrators, executors, assigns and successors, money or moneys due or to become due to the assignor, or its successors, by virtue of the Contract in the sum of $_____plus interest, late fee and any other charges due thereon pursuant to the agreements by and between the assignee and the assignor.

In addition, the assignor does hereby certify that the assignor has not encumbered nor done any act or acts to lessen any rights of the assignor or its assigns, nor any security given under said contract; and that the assignor has a good right to assign said money or moneys due or to become due under said contract.

In addition, the assignor does hereby agree that the assignor will make, execute, and deliver any and all papers, instruments, and documents that may be required by the assignee, its administrators, executors, assigns, and successors, and/or the Comptroller of the City or any department thereof, to effectuate the purpose hereof and the assignor authorizes and empowers the assignee to sign for and on behalf of the assignor any and all papers, instruments and documents that may be required by the Treasurer or Comptroller of said City of New York or any department thereof to effectuate the purpose hereof.

In addition, the assignor does hereby further covenant that the assignor will receive any moneys advanced hereunder by the assignee and will hold the right to receive such moneys as a trust fund to be held and applied for the following expenditures arising out of the improvement of real property or public improvement and incurred in the performance of said contract:

(a) payment of claims of subcontractors, architects, engineers, surveyors, laborers and materialmen;

(b) payment of the amount of taxes based on payrolls including such persons and withheld or required to be withheld and taxes based on the purchase price or value of materials or equipment required to be installed or furnished in connection with the performance of the improvement;

(c) payment of taxes and unemployment insurance and other contributions due by reason of the employment out of which such claims arose;

(d) payment of any benefits or wage supplements, or the amounts necessary to provide such benefits or supplements, to the extent that the trustee, as employer, is obligated to pay or provide such benefits or furnish such supplements by any agreement to which he is a party;

(e) payment of premiums on a surety bond or bonds filed and premiums on insurance accrued during the making of the improvement or public improvement.

IN WITNESS WHEREOF, the assignor does hereby cause these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereunto affixed this ___ day of _____ 2011.

ASSIGNOR:

_____

BY:_____

_____, President

STATE OF NEW YORK )ss.:
COUNTY OF _____ )

On the ___ day of _____ 2011, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the President of _____, the corporation described in and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his names thereto by like authority.

_____

Notary Public

FINAL 11/17/11

## Assignment of moneys due or to become due under public improvement contract -- subcontractor

KNOW ALL BY THESE PRESENTS, That _____, a _____ corporation, with an address at _____, hereinafter designated as the **assignor**,

IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, by New York Business Development Corporation, a New York corporation, with an address at 50 Beaver Street, Albany, NY 12207, hereinafter designated as the **assignee**, to the assignor in hand paid, receipt whereof is hereby acknowledged by the assignor.

The assignor has hereby assigned, sold, transferred, and set-over, and by these presents does hereby assign, sell, transfer, and set-over unto the assignee, the administrators, executors, assigns, and successors, for its own use and benefit, absolutely and forever, money or moneys due or to become due to the assignor in the sum of $_____, under a certain contract made by and between _____ (Prime Contractor) as party of the first part, and _____, as party of the second part, dated the ____ day of _____, which is a subcontract to a certain contract made by and between The City of New York, Department of _____ as party of the first part, and _____(Prime Contractor), as party of the second part, dated the ____ day of _____, and bearing Contract Registration No. _____, Contract No. _____ and PIN #_____ covering the [NAME OF PROJECT] ("the Contract").

And the assignor does hereby authorize, empower, and direct _____(Prime Contractor), to pay to the assignee, its administrators, executors, assigns and successors, by virtue of the Contract in the sum of $_____ plus interest, late fees and any other charges due thereon pursuant to the agreements by and between the assignee and the assignor.

In addition, the assignor does hereby certify that the assignor has not encumbered nor done any act or acts to lessen any rights of the assignor or its assigns, nor any security given under said contract; and that the assignor has a good right to assign said money or moneys due or to become due under said contract.

In addition, the assignor does hereby agree that the assignor will make, execute, and deliver any and all papers, instruments, and documents that may be required by the assignee, its administrators, executors, assigns, and successors, Prime Contractor, and/or the Comptroller of the City or any department thereof, to effectuate the purpose hereof and the assignor authorizes and empowers the assignee to sign for and on behalf of the assignor any and all papers, instruments and documents that may be

required by Prime Contractor, the Treasurer or Comptroller of said City of New York or any department thereof to effectuate the purpose hereof.

In addition, the assignor does hereby further covenant that the assignor will receive any moneys advanced hereunder by the assignee and will hold the right to receive such moneys as a trust fund to be held and applied for the following expenditures arising out of the improvement of real property or public improvement and incurred in the performance of said contract:

(a) payment of claims of subcontractors, architects, engineers, surveyors, laborers and materialmen;

(b) payment of the amount of taxes based on payrolls including such persons and withheld or required to be withheld and taxes based on the purchase price or value of materials or equipment required to be installed or furnished in connection with the performance of the improvement;

(c) payment of taxes and unemployment insurance and other contributions due by reason of the employment out of which such claims arose;

(d) payment of any benefits or wage supplements, or the amounts necessary to provide such benefits or supplements, to the extent that the trustee, as employer, is obligated to pay or provide such benefits or furnish such supplements by any agreement to which he is a party;

(e) payment of premiums on a surety bond or bonds filed and premiums on insurance accrued during the making of the improvement or public improvement.

IN WITNESS WHEREOF, the assignor does hereby cause these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereunto affixed this ___ day of _____ 2011.

ASSIGNOR:

_____

BY:_____

_____, President

STATE OF NEW YORK )
COUNTY OF _____ ) ss:

On the ___ day of _____ 2011, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the President of _____, the corporation described in and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his names thereto by like authority.

Notary Public

Environmental Protection

# NOTICE TO BIDDERS

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law("SFL") 165-a and General Municipal Law ("GML") $103-9. The Iran Divestment Act, with certain exceptions, prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran. To implement the law, each bidder or proposer is required to certify at the time it submits its bid or proposal that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law. If a bidder or proposer is on the list, an Agency will be able to award a contract to such a vendor only in situations where the vendor is taking steps to cease its investments in Iran or where the vendor is a necessary sole source.

Attached is a rider and a certification implementing the Iran Divestment Act. **ALL BIDDERS ARE REQUIRED TO SIGN THE BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT AND SUBMIT IT WITH THEIR BID FAILURE TO SUBMIT THIS CERTIFICATION THE MAY RESULT IN A NON-RESPONSIVENESS DETERMINATION**

# IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

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

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

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

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

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

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

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

[*Please Check One*]

**BIDDER'S CERTIFICATION**

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

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

Dated: June, New York
18, 20 13

SIGNATURE

Gerard Romski
PRINTED NAME

President
TITLE

Sworn to before me this
18th day of June, 2013

Notary Public

Dated: 6/18/13

NOEL A. VENTEGEAT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VE6230139
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires 11/1/2014

NYC Environmental Protection

# Section A

THE CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Cover Page and Invitation to Bid Instructions

**Bid Information**

Contract #: (CHECK ONE) HRP-JOC-5 [ ] HRP-JOC-6 [ ] HRP-JOC-7 [X] HRP-JOC-8 [ ]

Description: **NEW YORK CITY HOUSES REHABILITATION PROGRAM**

Work Location: Various

Agency Contact: Susan Rosenstadt Tel: 718-595-6019

Pre Bid Conference Date: 5/31/2013

Pre Bid Conference Location: 59-17 Junction Blvd., 17th Floor, Flushing NY 11373, 10AM

RECEIVED JUN 19 2013

**Bid Security Requirements**

Bid Security Requirements: See Schedule A

Performance and Payment Bond Requirements: See Schedule A

**The following programs will be enforced on this contract: (if checked)**

[ ] NYS/MWBE [x] LL 129 [ ] LBE [ ] PLA [ ] Apprenticeship

[ ] Identification of Subcontractors Form [ ] Other _____

**Bid Date, Time and Location**

Bid Date: 6/19/2013 Bid Time: 11:30 AM

Location: ***NYC DEP Bid Room***
***59-17 Junction Blvd, 17th Floor***
***Flushing, NY 11373***

**Bidders Information**

**E-mail:** romskig@gmail.com

Bidder's Name: Rockaway Beach Blvd Construction Co LLC

Bidder's Address: 190 Beach 68 Street
Arverne, NY 11692

Bidder's Tel. No: (516) 369-8685

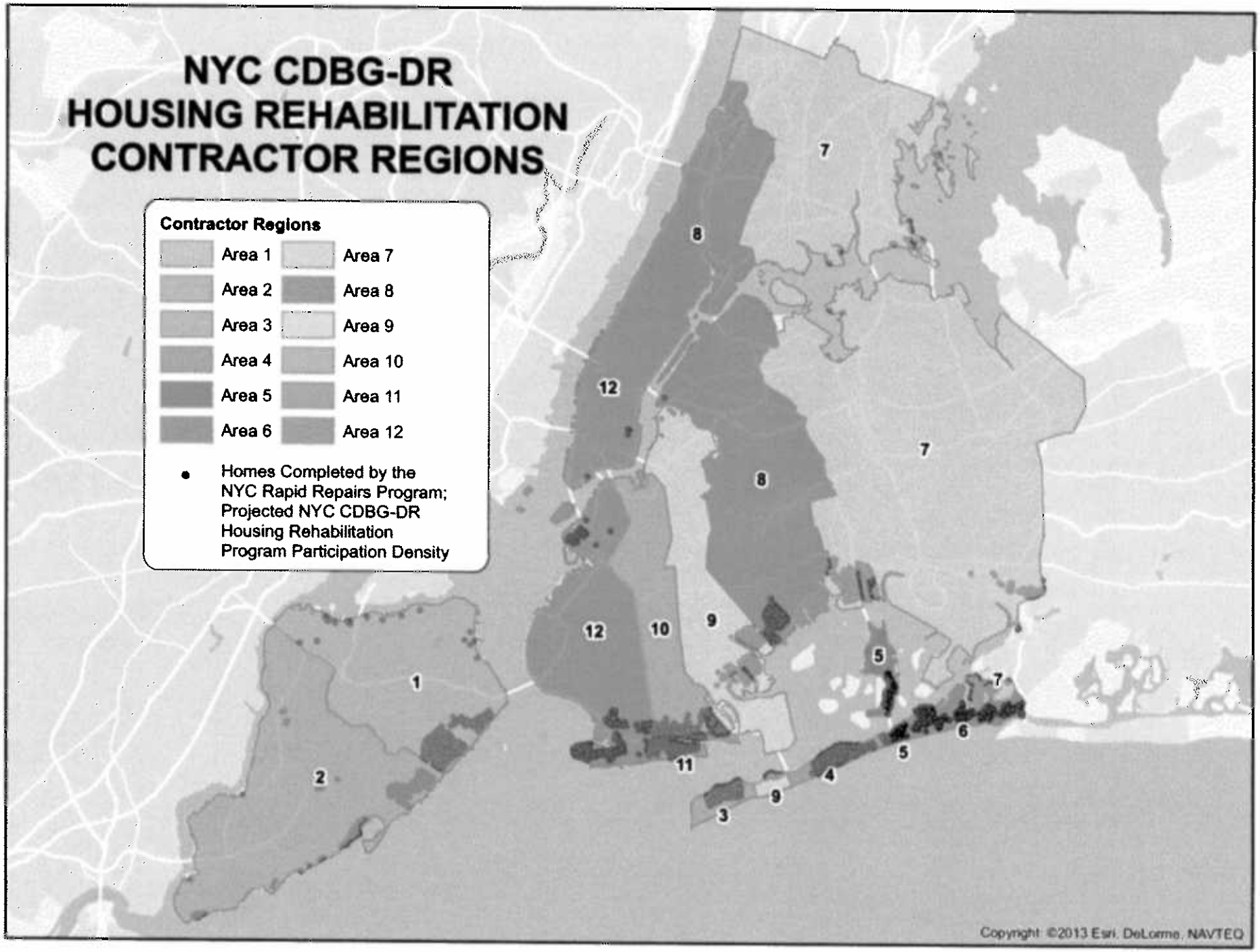
Bidder's Fax. No: (718) 474-3856

Type of organization (check one): Corporation ( ) Partnership (X) Join Venture* ( ) Individual ( )

**If the Bidder is a joint venture, the Bidder must obtain a separate Federal Tax Identification Number for the Joint Venture.*

*If the Bidder is a corporation or a partnership, please fill in the following:*

| Name of Principals | Position | Residence of Principals |
|---|---|---|
| Gerard Romski | President | 8 Brentwood Court, Mt Kisco, NY 10549 |
| Omar Ventegeat | Secretary | 49 The Circle, Glen Head, NY 11545 |
| Nicholas Masem | Treasurer | 38 East Masem Square, East Patchogue NY, 11772 |


NYC CDBG-DR
HOUSING REHABILITATION
CONTRACTOR REGIONS
Contractor Regions
Area 1
Area 2
Area 3
Area 4
Area 5
Area 6
Area 7
Area 8
Area 9
Area 10
Area 11
Area 12
Homes Completed by the NYC Rapid Repairs Program; Projected NYC CDBG-DR Housing Rehabilitation Program Participation Density
Copyright: ©2013 Esri, DeLorme, NAVTEQ

# Invitation For Bid Instructions

1. Contents. This competitive sealed bid contract solicitation package is comprised of two volumes: Volume I containing the Special Notices to Bidders, Invitation for Bid (Sections listed below), Notice Explaining M/WBE requirements, Schedule A, The Information for Bidders, the Payment Bond and Performance Bond forms, and the Electronic Funds Transfer information and form; Volume II containing the General Requirements, specifications and Unit Price book and The NYC Houses Rehabilitation Program Contract (including appendices: Appendix B, including Exhibits 1 and 2, the Hurricane Sandy CDBG-DR Appendix)

You are required to complete, sign and acknowledge the documents marked with an asterisk below (Sections A, B1, and B4, D and Schedule B from Section J of the Invitation for Bid, as listed below) and return them with your bid.

Included in the Invitation for Bid portion of Volume I are the following sections and documents:

Section A. Cover Page/Invitation for Bid Instructions*

Section B. Bid Forms

1. Bidder's Affirmation*

2. Bidder's Qualification Statement (See Information For Bidders Section 1 – 1c)

3. Financial Statement requirement (See Information For Bidders Section 1 – 1c)

4. Bid and Bid Acknowledgment*

Section C. VENDEX Questionnaires

Section D. Bid Bond forms*

Section E. Equal Employment Opportunity Executive Order No. 50

Section F. THIS SECTION HAS BEEN REMOVED

Section G. Subcontractor Approval Information and Forms

Section H. THIS SECTION HAS BEEN LEFT BLANK

Section I. Map of Contractor Regions 1-12

Section J. Schedule B - Subcontractor Utilization Plan

Section K. Addenda (if any - to be added later)

You must submit the documents marked with an asterisk above before the date and time of the scheduled bid opening as listed on Page 1, Section A. Failure to submit all the required information may result in a determination of non-responsiveness and rejection of the bid. If you have any questions or believe that pages are missing, please contact us at (718) 595-3265 at least 48 hours before the date and time of the bid opening.

Please read the entire solicitation package, with particular focus on the DEP Information for Bidders, the NYC Houses Rehabilitation Program Contract and the Performance and Payment Bond requirements. These are the terms and conditions that you are, and will be, responsible for when bidding and performing City contracts. By signing this bid bidder hereby agrees to be bound by all the provisions of the bid including all addenda if any.

2. Submission of Sworn Statements. At or before the opening of bids, and/or when directed by the Agency, the bidder must submit a sworn statement setting forth such information as the Commissioner may require concerning financial condition, present and proposed plant and equipment, the personnel and qualifications of the working organization, prior experience and performance records.

3. Return of Bid Security -Unsuccessful Bidders. Within five (5) days after the opening of bids, 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 Bid Deposits of the remaining two (2) unsuccessful bidders.

Where all bids are rejected, the Comptroller will be notified to return the Bid Deposits of the three (3) lowest bidders at the time of rejection.

4. Return of Bid Security - Successful Bidder. 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 Deposit of the successful bidder.

5. The completed bid must be submitted in a sealed envelope on or before the time and at the place indicated in Section A, Cover Page. The envelope must be marked with the name of the person, firm or corporation presenting it, the bid opening date, the Contract or Project number and the bid title. 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.

6. This bid is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules") in effect at the time of the bid opening for this Contract. In the event of a conflict between the said Rules and a provision of this bid, the Rules shall take precedence.

## SECTION B
## BIDDER'S BID AND AFFIRMATION
## REQUIRED PROVISIONS, TERMS AND INFORMATION FOR BIDDING

## SECTION B1
## BIDDER AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, Contract or taxes and is not defaulter as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, or State of New York nor is there any proceeding pending related to the responsibility or qualification of the proposer or bidder to receive public Contracts except _____.

Full name of Bidder: Rockaway Beach Blvd Construction Co LLC

Address: 190 Beach 68 Street

City: Arverne State: NY Zip Code: 11692

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - ☐ Individual or Sole Proprietorship (1)

Social Security Number ___ ___ ___ - ___ ___ - ___ ___ ___ ___

B - ☒ Partnership, Joint Venture or other non-incorporated organization

Employer Identification Number 8 2 0 5 5 3 0 9 3

C - ☐ Corporation (If a corporation place seal below)

Employer Identification Number ___ ___ ___ ___ ___ ___ ___ ___ ___

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

NO TEXT

## SECTION B3

## FINANCIAL STATEMENT

Contractors that do business with the City of New York Department of Environmental Protection are required to submit complete financial statements once a year. DEP prefers that a corporation or firm's annual financial statement be prepared by a certified public accountant and should include, but not be limited to, a certified balance sheet, revenue and expense sheet, a list of fixed and capital assets and other relevant documents. If DEP has no record of having received this bidder's current financial statement, a DEP representative will contact the bidder's representative who will be responsible for submitting this information within five days of being informed. Note that if your firm requires, DEP will provide a financial form which can be used in lieu of a certified financial statement.

## SECTION B4

## BID AND BID ACKNOWLEDGMENT

The bidder, NAMED IN SECTION A and B1 hereinbefore and in Section B4 hereinafter, 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:

   (a) 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;

   (b) 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

   (c) 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. That 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.

4. 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:

   (a) 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 220-a**

of the New York State Labor Law, as more expressly and in detail set forth in the Contracts;

(b) 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 Contracts;

(c) Have complied with the provisions of the aforesaid laws since their respective effective dates, and

(d) 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 (3) years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

5. Compliance Report

(a) 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 (1980) ("E.O.50"), on Equal Employment Compliance of the Contract, and subsequent amendments including Executive Order 108 (1986) ("E.O.108"), and;

(2) warrants that he will comply with such provisions and comparable provisions in the Contract (Article 36)

The apparent low bidder must submit the Employment Report (enclosed herein), if applicable, within five days after the bid opening.

(b) 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 any provision of the Information for Bidders, this Invitation For Bid, the Contract, General Conditions and Schedule "A" on providing records.

6. ALL MATERIALS, fixtures, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Agency or as specified and of standard

first-grade quality and of the best workmanship and design. The City of New York encourages use of recycled products where practical.

7. The bidder 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:

| CONTRACT #: (CHECK ONE) | | | | |
|---|---|---|---|---|
| | HRP-JOC-1 ☐ | HRP-JOC-2 ☐ | HRP-JOC-3 ☐ | HRP-JOC-4 ☐ |
| | HRP-JOC-5 ☐ | HRP-JOC-6 ☐ | HRP-JOC-7 ☒ | HRP-JOC-8 ☐ |
| | HRP-JOC-9 ☐ | HRP-JOC-10 ☐ | HRP-JOC-11 ☐ | HRP-JOC-12 ☐ |

## 8. SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Job Order issued pursuant to this Contract using the Unit Price Book (UPB) and Technical Specifications incorporated herein with the following Adjustment Factors:

1. Unit Price Adjustment Factor: Contractor shall perform any or all items of work called for in the in individual Job Orders in accordance with the Contract Documents for the unit price specified in the Unit Price Book (UPB) multiplied by the adjustment factor of:

1.6225
(Specify to four (4) decimal places)

2. Non-Prepriced Adjustment Factor: Contractor shall perform any or all items of work called for in the individual Job Orders in accordance with the Contract Documents for items not specified in the Unit Price Book (UPB) for the price as determined from Article 75 of the Contract multiplied by the adjustment factor of:

1.3000
(Specify to four (4) decimal places)

3. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on the page 12.

Award Figure = 1.5580
(Specify to four (4) decimal places)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it will be considered non-responsive and may be rejected.

# SECTION J

## SCHEDULE B – SUBCONTRACTOR UTILIZATION PLAN

**Before submitting this bid, the bidder is directed to the Unit Price Book to review the explanation of the costs included in the Unit Prices and the Adjustment Factors. Except for a Non-Prepriced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices times the quantities times the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.**

No Additional Text on This Page

**CONTRACT #:** (CHECK ONE)

| | | | |
|---|---|---|---|
| HRP-JOC-1 ☐ | HRP-JOC-2 ☐ | HRP-JOC-3 ☐ | HRP-JOC-4 ☐ |
| HRP-JOC-5 ☐ | HRP-JOC-6 ☐ | HRP-JOC-7 ☒ | HRP-JOC-8 ☐ |
| HRP-JOC-9 ☐ | HRP-JOC-10 ☐ | HRP-JOC-11 ☐ | HRP-JOC-12 ☐ |

## BASIS OF CONTRACT AWARD

The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following Award Criteria Formula.

**AWARD CRITERIA FORMULA**

| | |
|---|---|
| Line 1. Unit Price Adjustment Factor | 1.6225 |
| Line 2. Multiply Line 1 by .80 | 1.2980 |
| Line 3. Non-Prepriced Adjustment Factor | 1.3000 |
| Line 4. Multiply Line 3 by .20 | .2600 |
| Line 5. Summation of lines 2 and 4 | 1.5580 |
| | (Award Figure) |

The bidder shall complete the Award Criteria Formula and transfer the final Award Figure to the space provided on the Schedule of Prices. A contract will be awarded to the responsive and responsible bidder with the lowest Award Figure subject to the limitations appearing in the Contract Documents. The City reserves the right to revise all arithmetic errors in calculations for correctness.

9. Blank

10. Blank

11. Bidder Affirmation. Bidder affirms that it 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.

12. By signing page 14 of this document, the bidder acknowledges and agrees to the terms and conditions of the provisions enumerated below that such provisions constitute material conditions of this Contract and acknowledges the accuracy of the information provided hereinbefore in Section A and B of this bid, including but not limited to:

    1. The provisions of section B1- Bidder Affirmation
    2. The information provide in Section B3 - Bidder's Financial statement
    3. The provisions of and information provided in Section B4 - Bid and Bid Acknowledgment.
    4. Article 69 of the Contract - MacBride Principles
    5. Article 71 of the Contract - Tropical Hardwoods Law

    indicate and exceptions to the terms and conditions and information of the provisions and information provided in Section A and B above and Article 69and 71 of the Construction Contract.

| Exceptions | Check Only if Unable to Comply |
|---|---|
| Inability to Provide Affirmation Information (Sect. B1) | |
| Inability to Agree to the MacBride Principles (Art. 69) | |
| Inability to Agree to the Tropical Hardwoods Law (Art. 71) | |
| Inability to Provide Financial Statement (sect B3) | |
| Inability to Affirm Bid and Bid Acknowledgment (Sect B4) | |
| Inability to comply with Section 11 Bidder Affirmation (Section B4 | |
| Other | |
| Attached Documentation explains the exceptions checked-off above | |

# SIGNATURE PAGE
## (MUST BE INCLUDED WITH BID)

Full Name of Bidder (Company): Rockaway Beach Blvd Construction Co LLC

Address: 190 Beach 68 Street, Arverne, NY 11692

By Name of Duly Authorized Representative: Gerard Romski

Title of Duly Authorized Representative: President

Signature of Duly Authorized Representative

## Bidder's Acknowledgement

State of New York, County of Queens, ss:

On this 18th day of June 2013,

before me personally came Gerard Romski, who being by me duly sworn, did depose and say that ~~she~~/he is the President of Rockaway Beach Blvd Construction Co. LLC is authorized to execute the foregoing bid on behalf of said corporation, partnership , or firm.

Notary Public

NOEL A. VENTEGEAT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VE6230139
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires 11/1/2014

SECTION C - Vendex Package

Notice to City Vendors (2 pages)

Vendex Memorandum (1 page)

Vendex Questionnaire

Certification of No Change (1 page)

SECTION D

BID BOND
PAGE 1 OF 3

KNOW ALL MEN BY THESE PRESENT. Those we, ROCKAWAY BEACH BLVD.CONSTRUCTION CO LLC Hereinafter referred to as the "Principal", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND Hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars ($1,500,000.00), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for NEW YORK CITY HOUSING REHABILITATION PROGRAM HRP - JOC 7

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

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

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

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

BID BOND
PAGE 2 OF 3

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers the 19TH day of JUNE, 2013.

(Seal) ROCKAWAY BEACH BLVD CONSTRUCTION CO LLC (L.S.)
Principal

By: _____

(Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

NYC Environmental Protection

**Invitation For Bid**

By: _____

BENEDICT J. TOCKARSHEWSKY - ATTORNEY-IN-FACT

No Additional Text on This Page

CONR 391 (8/94)

(Acknowledgment by principal, unless it be a corporation)
STATE OF NEW YORK

SS:

COUNTY OF _____

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

_____
Notary Public County

(Acknowledgment by principal, if a corporation)
STATE OF NEW YORK

SS:

COUNTY OF Queens

On this 19th day of June 2013 _____, before me personally came Gerard Rungki to me known who being by me duly sworn, did depose and say that he/~~she~~ resides in Westchester County ; that he/~~she~~ is the President of the Rockaway Beach Blvd. Construction Co. LLC ; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

NOEL A. VENTEGEAT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VE6230139
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires 11/1/2014

Queens
Notary Public County

(Acknowledgment by Surety Company)
STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On this 19TH day of JUNE 2013, before me personally came BENEDICT J. TOCKARSHEWSKY to me known who being by me duly sworn, did depose and say that he/she resides in FLUSHING, NEW YORK ; that he/she is the ATTORNEY-IN-FACT of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND ; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Alice McCarthy
Notary Public County

ALICE McCARTHY
NOTARY PUBLIC, State of New York
No. 01MC5079342
Qualified in Dutchess County
Commission Expires June 03, 2015

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2012

**ASSETS**

| | |
|---|---|
| Bonds | $ 157,177,826 |
| Stocks | 23,000,311 |
| Cash and Short Term Investments | 119,155 |
| Reinsurance Recoverable | 17,923,564 |
| Other Accounts Receivable | 35,473,256 |
| TOTAL ADMITTED ASSETS | $ 233,694,113 |

**LIABILITIES, SURPLUS AND OTHER FUNDS**

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 74,782 |
| Ceded Reinsurance Premiums Payable | | 48,323,524 |
| Securities Lending Collateral Liability | | 1,716,240 |
| TOTAL LIABILITIES | | $ 50,114,546 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 178,579,567 | |
| Surplus as regards Policyholders | | 183,579,567 |
| TOTAL | | $ 233,694,113 |

Securities carried at $59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $243,518,971 and surplus as regards policyholders $193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

*Notary Public*

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C.§9305)

**Fidelity and Deposit Company of Maryland ,**

surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2011 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Fidelity and Deposit Company of Maryland** , $194,791,087

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2011 is as follows:

**Fidelity and Deposit Company of Maryland** , $16,970,000

The amount of the bond to which the statement and certification is attached is $1,500,000.

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each insurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

I, Frank E. Martin., as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Frank E. Martin Jr

Frank E. Martin, Jr., Vice President

Dated: JUNE 19, 2013

Effective: April 13, 2012

BID BOND

**Bond Number**

NYC DEP

**Obligee**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William D. HAAS, Dennis M. O'BRIEN and Benedict J. TOCKARSHEWSKY, all of Briarcliff Manor, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of April, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Assistant Secretary* — *Eric D. Barnes*

*Vice President* — *Thomas O. McClellen*

**State of** Maryland
City of Baltimore

On this 20th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

# SECTION J

## SCHEDULE B – SUBCONTRACTOR UTILIZATION PLAN

CONSTRUCTION CONTRACT

New York City
Department of
Environmental Protection

59-17 Junction Boulevard
Elmhurst, New York 11373

Carter H. Strickland, Jr.
Commissioner

Mary F. Pazan
Agency Chief Contracting Officer

# ADDENDUM TO CONTRACT DOCUMENTS NUMBER 1

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

**Contract:** HRP-JOCS 1-12

**Description:** NYC Houses Rehabilitation Program Regions 1-12

JUNE 2013

**THE CITY OF NEW YORK**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**TO ALL BIDDERS FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:**

**CONTRACT HRP-JOCS 1-12**

**NEW YORK CITY HOUSES REHABILITATION PROGRAM REGIONS 1-12**

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

Included are changes to the following documents:

Invitation to Bid Instructions
Information For Bidders
Specifications
Unit Price Book
Contract
Schedule A
Tri-Party Agreement

Also attached is a Question and Answer document.

**NOTE:**

1. This Signature Page must be signed, dated, detached and submitted by the bidder with his/her bid.

Carter H. Strickland. Jr.
Commissioner

I acknowledge receipt of **Addendum No. 1** for: Contract HRP-JOC 1-12, NYC Houses Rehabilitation Program Regions 1 – 12.

REGION # 7

Rockaway Beach Blvd Construction Co LLC
NAME OF BIDDER

Signature: _____

Signed by: Gerard Romski

Date: 6/18/13

**Invitation For Bid**

Page 2 of the Invitation for Bid, the Invitation for Bid Instructions has been amended to include

Bidder's Certification of Compliance with Iran Divestment Act* (required to be submitted with Bid)

**Information For Bidders**

The Information for Bidders has been amended.

Please replace Paragraph 1C(2)(c) with the following (changes appear in **bold**), [deletions in brackets]:

> c)Demonstrates the bidder's financial capacity. Bidder shall include a full set of financial statements, reviewed or audited by a Certified Public Accountant within the last six months or accompanied by the bidder's certificate if the review is more than six months but less than one year old. Bidder shall include a letter of assurance from its bonding company stating that it will provide [$30,000,000] **$5,000,000** in performance and payment bonds if the bidder is awarded the contract **and will increase the value of the bonds in increments of $5,000,000 as the value of the Work increases up to $30,000,000, so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job Orders assigned to the Contractor**. (If the bidder is bidding on multiple contracts, the letter must state the maximum the bonding company will provide in bonds. [The HUD regulations require performance and payment bonds for 100% of the value of the contract(s); bidder ] **The bidder** will not be awarded multiple contracts unless the letter states that bonds in the amount required by [HUD ] **by Article 20 of the Contract** will be provided.)

Please replace paragraph 17 with the following (changes appear in bold):

**17. 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 Bid, this Contract shall be awarded, if at all, to the lowest responsible bidder whose bid meets the requirements set forth in the Invitation For Bid, and whose bid price is the lowest responsive and responsible bid. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bid. This solicitation is for one of twelve (12) Job Order Contracts for work in 12 geographic regions being bid as part of the overall Job Order Contracting program implemented by the Department. If a Bidder is the apparent low bidder on more than one contract, then the Bidder will be required to show that it has the capacity to perform each of the contracts for which it is the apparent low bidder. 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. The Contract provides that the City may assign Work to the Contractor in regions that are in addition to the region awarded to the Contractor if the Contractor is exceeding performance standards (i.e., completion of Work on 90 houses in a three-month period) in its region and demonstrates the capacity to perform such additional work. The Contractor's bid price on the region awarded to the Contractor will apply to Work

outside of the region. If the Contractor is awarded multiple regions, the bid price on the region awarded to the Contractor that is the lowest of each of the awarded regions will apply to Work outside of the awarded regions. Although the City may award any number of regions to a Contractor based on demonstrated capacity, the City anticipates that each Contractor will be awarded one or two regions.

**If there is no responsive and responsible winner of a Contract for a particular region, the City shall offer the contract for the particular region to the winning bidder of another region whose bid is the lowest of all winning bidders. Such winning bidder may accept or decline the award of the particular region. If the winning bidder declines the award, the City shall offer the contract for the particular region to the winning bidder of another region whose bid is the next lowest of all winning bidders. If the next lowest of all winning bidders declines the award, the City may continue to offer the particular region to the next lowest of the winning bidders in such manner until a winning bidder accepts the award.**

a) RESTRICTIONS. No negotiations with any bidder shall be allowed to take place except under circumstances and in the manner set forth in Section 22 of this Information For Bidders. 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 Bid if that bid is not also the most favorable bid.

b) NEGOTIATIONS WITH THE APPARENT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected bidder in an effort to improve the bid to the City with respect to the price only. In the event the apparent lowest responsive and responsible bidder declines to negotiate, the Contracting Officer may elect to either award the contract to the apparent lowest responsive and responsible bidder or may, upon written approval by the Agency Chief Contracting Officer, reject all bids in accordance with the PPB Rules.

Please replace Section 28(b) with the following (deleted language is in brackets; added language is bold)

b) Performance Security. [Pursuant to 24 CFR section 85.36(h)(2) &(3), performance and payment bonds are required in the full amount of the contract value. Contractor shall obtain performance and payment bonds for not less than $30,000,000 (thirty million dollars).] **Consistent with 24 CFR section 85.36(h)(2)&(3), the Contractor shall obtain performance and payment bonds for not less than $5,000,000 and shall adjust the amount of the bonds in increments of $5,000,000—on its own action or at the direction of the City—as the value of the Work is increased so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job**

**Orders assigned to the Contractor**. The performance and payment bonds shall be delivered by the Contractor to the Contract Management Office *within ten days after the receipt of a Notice of Award*. If a Contractor fails to deliver the required performance and payment bonds, the award may be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsive and responsible bidder or the Contract may be rebid.

## NYC HOUSES REHABILITATION PROGRAM GENERAL REQUIREMENTS AND SPECIFICATIONS

**1. <u>Page 62 – SECTION 06400 – INTERIOR ARCHITECTURAL WOODWORK – PART 2 - PRODUCTS – ITEM 2.7 – PLASTIC-LAMINATE COUNTERTOPS:</u> Delete and replace paragraphs B & C with the following:**

B. High-Pressure Decorative Laminate Grade: HGP (Horizontal Grade) Postforming Laminate 0.039" Fine Velvet Texture (38)

C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following Basis of Design. Color as selected by Homeowner from program offerings:

1. Basis of Design: Wilsonart HGP (Horizontal Grade) Postforming or approved equal.

2. Color and Pattern:

   a. White Carrara - 4924
   b. Tan Soapstone - 4887
   c. Flame Soapstone - 4884
   d. Oiled Soapstone – 4882

**<u>2. Page 95 – SECTION 08211 – DOORS - PART 2 – PRODUCTS - Item 2.1 – DOOR CONSTRUCTION:</u> Delete and replace paragraphs A to E with the following:**

A. Exterior Wood Doors. Field measurement of existing opening required. Size of door must match existing.

1. Residential Grade Recessed Panel Door.
   a. Six panel – Basis of Design: Woodharbor Doors Charleston Collection EC610
   b. Six panel with Windows – Basis of Design: Woodharbor Doors Charleston Collection EC614
   c. Three Panel with Divided Lights – Basis of Design: Woodharbor Doors Newport EN811

2. Frame: Constructed of kiln-dried pine, with mull casings on mulled units, water repellent preservative treated in accordance with WDMA I.S. 4-07'A.
   a. Wood frames may have 3-1/2 inch (89mm) profiled brick mould at brick wall assemblies. Exact depths may very due to existing conditions and must be verified by Contractor.
   b. Wood frames 3-1/2 inch (89mm) flat casing at wood siding wall assemblies. Exact depths may very due to existing conditions and must be verified by Contractor.
   c. At locations with Transom head drip cap to be field applied to frame.

3. Jamb thickness: 3/4 inch (19mm) interior; 1-5/16 inch (33mm) exterior. One-piece sash set transom jamb for wood units is 3/4 inch (19mm) at the head, side, and sill.
   a. Basic jamb width: 4 9/16 9116MM).
   b. Sill Height:. Standard Sill 1-27/32 inch (47mm) Heights may very due to existing conditions

4. Panels: Constructed of kiln dried pine, water repellent, preservative treated in accordance with WDMA I.S. 4-07'A.
   a. Thickness: 1-23/32 inch (117mm).
   b. Top rail: Face dimension is 4-17/32 inch (115mm).
   c. Stiles: Face dimension is 4-17/32 inch (115mm). Bottom rail: Face dimension is 7-9/16 inch (192mm).
   d. Corner construction: joined by wood dowels and glue.

5. Surface Finish:
    a. Exterior Finish - Wood:

B. Interior MDF Doors for Opaque Finish as below or approved equal:

1. Faces Panels for Interior Doors**:**
    a. One Panel Door - Basis of Design: Woodharbor Doors Fairmont Collection F011
    b. Five Panel Door - Basis of Design: Woodharbor Doors Fairmont Collection F051

2. 1/8-inch hardboard, complying with PS-58 requirements for treated hardboard and any species of wood for exposed edges and other solid wood components.

C. Interior Hollow-Core Wood Doors:

1. Core: Standard hollow core for closets.
2. Basis of Design: Jeld-Wen ProCore™ Solid Core or approved equal for bedroom and/or bath
3. Blocking: For mineral core doors, provide blocking as needed to eliminate through-bolting hardware. For mineral-core doors use composite blocking with improved screw-holding capability.

D. Exterior Insulated Steel Entrance Door - Panel

1. 1-3/4-inch thick both sides 23 gauge galvanized steel. Doors filled with polyurethane foam. Core to be foamed in place to form a monolithic unit. Door edges to be formed and locked into wood stiles and rails.

    a. Six Panel Face - Basis of Design: Jeld-Wen Steel All Panel Exterior Door Model 60.
    b. Six Panel Face with Windows - Basis of Design: Jeld-Wen Steel All Panel Exterior Door Model 680.
    c. ~~Six~~ Three Panel Face with Divided Lights – Basis of Design: Jeld-Wen Steel All Panel Exterior Door Model 817.

E. Exterior Insulated Steel Entrance Door – Flush Face

1. 1-3/4-inch thick both sides 23 gauge galvanized steel. Doors filled with polyurethane foam. Core to be foamed in place to form a monolithic unit. Door edges to be formed and locked into wood stiles and rails.

2. Flush Face Basis of Design: Jeld-Wen Steel All Panel Exterior Door Model 100.

**<u>3. Page 124 – SECTION 09650 – RESILIENT TILE FLOORING – PART 2 – PRODUCTS – ITEM 2.1 – RESILIENT TILE:</u>**
**Delete and replace paragraph C with the following:**

C. Product: Subject to compliance with requirements, listed. Basis of design is:

1. Manufacturer: Armstrong Commercial, or Equal.

2. Color and Pattern:

a. Arteffects, Color(s) to be selected by Homeowner from Program choices shown below.
    a) Zinc White
    b) Intaglio Gray

c) Water Garden Blue
d) Charcoal Stick

**<u>4. Page 129 – SECTION 09680 – CARPET – PART 2 – PRODUCTS – ITEM 2.1 – CARPET:</u> Delete and replace paragraph B with the following:**

B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following or approved equal:

1. Manufacturer: Shaw.
2. Style Cliché Classic II.
3. Fiber: 100% Nylon.
4. Face Weight 32.00
5. Colors:
    a. Warm Sand
    b. Peanut
    c. Knapsack
    d. Tiffany Blue
    e. Prairie Moss
    f. Alpine
    g. Ruby Wine
    h. Chocolate
6. Green Label Plus certification

**<u>5. Page 132 – SECTION 09912 – PAINTING – PART 2 – PRODUCTS – ITEM 2.2 – PAINT MATERIALS, GENERAL:</u> Delete and replace paragraph C with the following:**

C. Colors: Homeowner selected from HRP options shown below. Exterior Siding–Basis of Design: Sherwin-Williams; A-100 Exterior Latex or approved equal.

1. Pure White
2. Ecru
3. North Star
4. Alchemy
5. Teal Stencil
6. Hunt club
7. Rookwood Red
8. Leather Bound

**<u>6. Page 168 – SECTION 15410 – PLUMBING – PART 2 – PRODUCTS – ITEM 2.3 – FIXTURES:</u> Delete and replace paragraph E with the following:**

E. Lavatory Cabinet Combo: Vanity combo by American Classics, Model: Artisan Chestnut Vanity with Top, size 25”, 31” or 37” to match available space, with culture marble top with integral bowl, and 4-inch centerset faucet or approved equal.

**<u>7. Page 185 – SECTION 16511 – LIGHTING – PART 2 – PRODUCTS – ITEM 2.1 – MANUFACTURERS:</u> Delete and replace paragraph B with the following:**

B. Basis of design manufacturer is Sea Gull Lighting and for ceiling fan units, Hunter. Any "or equal" must be approved by Program:

| | | |
|---|---|---|
| 1. | Kitchen Ceiling | Sea Gull Lighting 79150BLE-962 OR<br>Sea Gull Lighting 59055BLE-15 |
| 2. | Kitchen Over Sink | Sea Gull Lighting 11082LE w/ trim Ring 1162A-14 |
| 3. | Bedroom | Hunter Pro's Best White 53251 or Hunter Pro's Best Fan Brown 28721 |
| 4. | Hallway Ceilings | Sea Gull Lighting 79434BLE-15 |
| 5. | Dining Room | Sea Gull Lighting 77316BLE-965 OR<br>Sea Gull Lighting 65316BLE-965 |
| 6. | Living Room | Hunter Pro's Best White 53251 or Hunter Pro's Best Brown 28721 |
| 7. | Basement | Sea Gull Lighting 5997BLE-15 |
| 8. | Bedroom/Hall-Wall Mount | Sea Gull Lighting 49036BLE-99 |
| 9. | Porch Wall Mount | Sea Gull Lighting 89049BLE-12 |
| 10. | Porch Ceiling Mounted | Sea Gull Lighting 8924PBLE-12 |
| 11. | Bathroom Ceiling | Sea Gull Lighting 79435BLE-15 |
| 12. | Bathroom over Mirror | Sea Gull Lighting 49435BLE-962 |
| 13. | Bathroom side of Mirror. | Sea Gull Lighting 49035BLE-962 |
| 14. | Utility Room Keyless or Pullchain Porcelain | Sea Gull Lighting 5997BLE-15 |
| 15. | Under Stairs and Closets | Sea Gull Lighting FS-5990BLE15 |
| 16. | Recessed Down lights | Sea Gull Lighting 11082LE w/ trim Ring 1162A-14 |

**<u>8. Page 188 – SECTION 16600 – RESIDENTIAL APPLIANCES – PART 2 – PRODUCTS – ITEM 2.1 – RANGES:</u> Delete and replace paragraphs B & C with the following:**

B. Electric Range Freestanding range with one oven and complying with AHAM ER-1. Basis-of-Design Product:

1. GE JBS55 - Add DMWW for White. Add DMBB for Black. Add SMSS for Stainless. As selected through the program.
2. ADA Compliant GE JBS15M Add WW for White or BB for Black.

C. Gas Range Freestanding range with one oven. Basis-of-Design Product:

1. GE JGBS18 - Add DETWW for White, DETBB for Black & GETSA for Silver.
2. ADA Compliant – GE JGBS07DETWW

**<u>9. Page 188 – SECTION 16600 – RESIDENTIAL APPLIANCES – PART 2 – PRODUCTS – ITEM 2.2 – KITCHEN EXHAUST VENTILATION:</u> Delete and replace paragraphs B & C with the following:**

B. Overhead Exhaust Hood: Basis-of-Design Product:

1. GE JVE40; Color to match range unit. White add suffix DTWW. Black add suffix DTBB. Stainless add suffix STSS. Energy Star rated.

    a. Type: Wall-mounted exhaust-hood system.
    b. Width: 30-inches (762-mm).
    c. Exhaust Fan: Two-speed fan built into hood.
    d. Venting: Vented to outside through roof with weatherproof roof cap, backdraft damper, and rodent-proof screening or Vented to outside through wall with weatherproof wall cap, backdraft damper, and rodent-proof screening.

e. Where venting is not possible provide a Non-vented, re-circulating type with charcoal filter.
f. Color: Color to match range unit.

C. Microwave/Exhaust Over-The Range

1. GE JVM1740 Spacemaker 1.7 Cu. Ft Over-The-Range Microwave. For White add DTWW. For Black add DTBB. For Stainless add STSS.

   a. Venting: Vented to outside through roof with weatherproof roof cap, backdraft damper, and rodent-proof screening or Vented to outside through wall with weatherproof wall cap, backdraft damper, and rodent-proof screening.
   b. Color: Color to match range unit.

Unit Price Book:

The items in **Bold** below have been added:

| | | | | | | |
|---|---|---|---|---|---|---|
| 06400 | Remove & Replace | Interior Architectural Woodwork | Countertop - flat laid plastic laminate | 1 | LF | $ 43.77 |
| **06400** | **Remove & Replace** | **Interior Architectural Woodwork** | **Countertop - post formed plastic laminate** | **1** | **LF** | **$ 51.93** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 00000 | | Re-inspection | Reimbursement for Failed Inspection | | | $250.00 |
| 00000 | | Missed Appointment | Missed Appointment Fee | | | $500.00 |
| **00000** | | **Job Order Scoping Meeting** | **Fee for Job Order Scoping Meeting - Paid Only If Homeowner Withdraws From Program Prior to Start of Construction** | | | **$600.00** |

The prices in **Bold** below have been changed:

| | | | | | | |
|---|---|---|---|---|---|---|
| 16600 | Replace | Residential Appliances | Range Hood | 1 | EA | **$359.12** |
| 16600 | Remove & Replace | Residential Appliances | Range hood | 1 | EA | **$ 374.69** |

Contract

The New York City Build It Back Program Contract (formerly known as the NYC Houses Rehabilitation Contract) is revised as follows:

(**Bold words are added** and [bracketed words] are deleted.)

1. All references, in all contract documents, to the New York City Houses Rehabilitation Program (the "HRP") are changed to the New York City Build It Back Program (the "BIB Program").

2. Article 3.1 on pages E8-E9 is revised to add new paragraphs n and o as follows:

3.1 Scope of Work. The purpose of this requirements Contract is to rehabilitate Dwellings damaged by Hurricane Sandy to be assigned to the Contractor by the City pursuant to Article 3.3. As more fully described in this Contract and in Job Orders issued pursuant to this Contract, Work shall include, but not be limited to:

a. Performance of the Work described in the Detailed Scope of Work referenced in each Job Order. In addition to general rehabilitation and reconstruction work, Work may entail removal of lead paint, asbestos abatement, mold removal, and raising/elevating Dwellings. The Contractor may not refuse to perform any Unit Price Item or any Work in connection with a particular Job Order.

b. Supervision of Work on Job Orders.

c. Attendance at all meetings described in this Contract and as requested by the City.

d. Provision of necessary materials and equipment.

e. Obtaining all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor.

f. Obtaining all final approvals for the Work, in the form of such certificates that are required by all governmental agencies having jurisdiction over the Work.

g. Incidental engineering and architectural services required in connection with a particular Job Order, including drawings required for filing.

h. Keeping the Dwelling reasonably free of dirt and debris related to the Work.

i. Obtaining and providing all warranty certificates and appliance operating manuals to the Homeowner.

j. Implementation of a quality control program.

k. Repairs to the Work on the Dwelling requested by the City during the Maintenance and Guaranty period.

l. Cooperation with inspections, audits, and investigations.

m. Production and delivery of data and reports relating to the services provided under this Contract as they may be required by the City, HUD, or any other State or federal government agency with jurisdiction. Contractor shall provide information necessary for the City to prepare quarterly reports required by HUD. As directed by the Director of HRP, Contractor shall implement project controls and statusing protocols to ensure consistent and timely transmission of data and reports.

**n. Provision of temporary storage for the Homeowner's and/or Occupants' personal property.**

**o. Customer service.**

3. Article 3.3 on page E-9 to E-10 is revised as follows:

3.3 Location and Assignment of the Work. (a) Dwellings in the HRP are located in twelve regions delineated by the City; consistent with the Invitation for Bids, the lowest responsible and responsive bidder in each region shall be awarded a contract. The Director of HRP shall assign Work to the Contractor on Dwellings located in the region(s) indicated in Schedule A and delineated in the attached map(s). The City shall not be required to assign all Dwellings located in such region(s) to the Contractor.

(b) It is the City's intent to rehabilitate and reconstruct the most Dwellings in the shortest time possible. The City anticipates assigning a minimum of 30 Job Orders per month to the Contractor within 60 days after the Notice to Proceed, but reserves the right to change the anticipated minimum. The Contractor shall complete Work according to the performance standards in Article 3C(1). On a weekly basis, the Director of HRP shall analyze and compare Contractor's progress to the progress of Other Contractors, focusing on the number of Dwellings for which Job Orders have been completed. Based on the weekly analysis and comparison and the availability of Work, the City shall assign Work to Contractor and Other Contractors so that higher-performing contractors receive more Work than lower-performing contractors. If the Director of HRP determines that there is a need and Contractor has the ability to perform Work in an additional region **and the Contractor submits proof that it has obtained performance and payment bonds in compliance with Article 20**, the Director of HRP

may assign Work to the Contractor on Dwellings located in the additional region indicated in Schedule A. The Director of HRP may assign Dwellings to Other Contractors that are in the region assigned to the Contractor.

(c) The Contractor may not be awarded more than 30 Job Orders per month or Work outside of its region
if:

(i) the Contractor's completed Job Order Work fails more than 10% of inspections by the City Department of Buildings or its authorized representative;

(ii) the Contractor's completed Job Order Work fails more than 10% of inspections by the Inspector pursuant to Article 3D;

(iii) the Director of HRP determines that the Contractor is not in compliance with the Environmental Health and Safety Requirements; [or]

(iv) **the Contractor fails to submit adequate proof that it has obtained performance and payment bonds in compliance with Article 20; and**

**(v)** the Contractor repeatedly fails to comply with submission requirements of this Contract.

4. Article 3A.2 on page E10 is revised to correct a typographical error as follows:

3A.2 The City shall establish an**d** make available to Contractors the HRP Construction Management Information System, by which the Contractor shall make certain submittals.

5. Article 3B.4 on page E11 is revised by adding an additional requirement to paragraph f and adding a new paragraph j as follows:

3B.4 <u>Joint Scope Meeting for Dwelling Repairs</u>. At the Joint Scope Meeting, the Engineer and Contractor, in consultation with the Homeowner, shall:

a. Draft a Job Order including Detailed Scope of Work, construction start date, Job Order Completion Time, and costs for Unit Price Items and Non-Prepriced Items.
b. Itemize any Non-Prepriced Items that require a cost proposal from the Contractor including description of any hazards abatement work that will be necessary.
c. Photograph the items in the Dwelling that require Work.
d. Review Contract Drawings (sketches, plans and elevations).

e. Select Homeowner Custom Options necessary to complete the Job Order.

f. Required safety procedures under the EHS; discuss safety issues; **and obtain Homeowner's signature on documents concerning lead and safety to be provided by the City**.

g. Establish Means and Methods for Construction, pursuant to Article 4.

h. Determine when the Contractor will have access to the Dwelling.

i. Execute the Tri-Party Agreement with the Homeowner. If relocation is not necessary, Contractor shall inform Homeowner of risks and potential disruptions and inconveniences that may result from the Work. If it is necessary for the Contractor to submit a Cost Proposal for a Non-Prepriced Item, the Tri-Party Agreement shall be executed after the Engineer approves the Cost Proposal.

j. **Determine which personal property, if any, of the Homeowner and Occupants that must be stored, the person(s) responsible for such storage, the date such personal property must be removed, and the location of the storage (if stored by Contractor).**

The City shall provide language interpretation services for the Homeowner at the Joint Scope Meeting if necessary.

6. Article 3D.1 on page E12 is revised by replacing the word "facility" with the word "opportunity" as follows:

During the progress of the Work and up to the date of Final Acceptance of each Job Order, as well as during the performance of any Work required pursuant to Article 24, the Contractor shall at all times afford the representatives of the City and the federal government every reasonable, safe and proper [facility] **opportunity** for inspecting all Work done or being done at the Dwelling and any other Site and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

7. Article 3D.3 on page E12 is revised to correct typographical errors:

**3D.3** If a Job Order requires that a Dwelling be raised, the Work on such Dwelling shall be subject to a minimum of two additional inspections, as follows:

(a) **<u>Pre-Lift Inspection</u>**. At least three days prior to the date that a Dwelling is scheduled to be raised, the Contractor shall notify the Project Manager of the date and time that the Dwelling is scheduled to be raised. The Inspector shall conduct a pre-lift inspection. The Contractor shall not raise the Dwelling unless and until it has obtained approval from the Inspector after the pre-lift inspection. The Contractor shall raise the Dwelling on if the Inspector is on site during the raising.

(b) <u>Foundation Completion Inspection</u>. The Contractor shall notify the Project Manager on the date that the foundation is complete. The Inspector will inspect the structural

work for conformance with the Job Order and the home interior for damage caused during the raising. The Contractor shall not commence Work on the rehabilitation of the Dwelling interior until the Inspector approves such raising Work and authorizes the commencement of Work on the interior.

8. Article 13A on pages E24 to E26 is revised as follows:

**13A.1 Definitions. For the purposes of this Article 13A, the following definitions apply:**

**13A.1.1 "Substantial Completion" means completion of Work required pursuant to Article 3C.1 of this Contract.**

**13A.1.2 "Final Completion" means completion of Work required pursuant to Article 3C.1 of this Contract.**

[13A.1] **13A.2** If performance by the Contractor [on a Job Order] **on the Work required by Article 3C.1** is delayed for a reason set forth in Article [13A.3] **13A.4**, the Contractor may be allowed a reasonable extension of time in conformance with this Article 13A and the PPB Rules.

[13A.2] **13A.3** Any extension of time may be granted only by the ACCO or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the Contractor.

[13A.3] **13A.4** Grounds for Extension: If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work on the Job Order caused solely:

[13A.3.1] **13A.4.1** By the acts or omissions of the City, its officials, agents or employees; or

[13A.3.2] **13A.4.2** By the act or omissions of Other Contractors on this Project; or

[13A.3.3] **13A.4.3** By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

[13A.3.4] **13A.4.4** The Contractor shall, however, be entitled to an extension of time for such causes only for the number of Days of delay which the ACCO or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of Articles 9 and 10.

[13A.4] **13A.5** The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work **required by Article 3C.1** as determined by the ACCO or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work **required by Article 3C.1**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

[13A.5] **13A.6** The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.

[13A.6] **13A.7** The ACCO or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

[13A.7] **13A.8** Permitting the Contractor to continue with the Work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

[13A.8] **13A.9** Application for Extension of Time:

[13A.8.1] **13A.9.1** Before the Contractor's time extension request will be considered, the Contractor shall notify the ACCO of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the ACCO identifying:

[13A.8.1(a)] **13A.9.1(a)** The Contractor; the registration number; and Project description [(including the address of the Dwelling applicable to the Job Order, the Job Order construction start date, Job Order Completion Time, and costs for Unit Price Items and Non-Prepriced Items)];

[13A.8.1(b)] **13A.9.1(b)** Liquidated damage assessment rate, as specified in the Contract;

[13A.8.1(c)] **13A.9.1(c)** Original total bid price;

[13A.8.1(d)] **13A.9.1(d)** The original Contract start date and completion date ;

[13A.8.1(e)] **13A.9.1(e)** Any previous time extensions granted (number and duration); and

[13A.8.1(f)] **13A.9.1(f)** The extension of time requested.

[13A.8.2] **13A.9.2** In addition, the application for extension of time shall set forth in detail:

[13A.8.2(a)] **13A.9.2(a)** The nature of each alleged cause of delay in completing the Work **required by Article 3C.1**;

[13A.8.2(b)] **13A.9.2(b)** The date upon which each such cause of delay began and ended and the number of Days attributable to each such cause;

[13A.8.2(c)] **13A.9.2(c)** A statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for Substantial Completion and [final completion] **Final Completion** payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

[13A.8.2(d)] **13A.9.2(d)** A statement indicating the Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

[13A.9] **13A.10** Analysis and Approval of Time Extensions:

[13A.9.1] **13A.10.1** For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause, extend the time for the performance of the Contract as follows:

[13A.9.1(a)] **13A.10.1(a)** If the Work is to be completed within six (6) months, the time for performance may be extended for sixty (60) Days;

[13A.9.1(b)] **13A.10.1(b)** If the Work is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) Days may be granted;

[13A.9.1(c)] **13A.10.1(c)** If the Contract period exceeds one (1) year, besides the extension granted in Article [13.9.1(b)] **13.10.1(b)**, an additional thirty (30) Days may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

[13A.9.1(d)] **13A.10.1(d)** If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in Articles [13.9.1(a), 13.9.1(b), and 13.9.1(c)] **13.10.1(a), 13.10.1(b), and 13.10.1(c)**. In that event,

the ACCO shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

[13A.9.2] **13A.10.2** For extensions of time for Substantial Completion and [final completion] **Final Completion** payments, the Engineer, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this Contract). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the Agency contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

[13A.9.3] **13A.10.3** Approval Mechanism for Time Extensions for Substantial Completion or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the ACCO of the Agency, the City Corporation Counsel, and the Comptroller, or their authorized representatives.

[13A.9.4] **13A.10.4** Neither the granting of any application for an extension of time to the Contractor or any Other Contractor on this Project nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the Contractor or its attorneys in any action or proceeding.

[13A.10] **13A.11** No Damage for Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, or the Homeowner or other occupants of the Dwelling 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 [Job Order] Work **required by Article 3C.1** as provided herein.

[13A.11] **13A.12** Assessment of Liquidated Damages: Neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a 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. **Liquidated damages assessed against the Contractor pursuant to Article 15.1 shall not be reassessed due to the Contractor's failure to comply with the performance standards in Article 3C.1.**

9. A new Article 13B is added as follows:

**ARTICLE 13B. EXTENSION OF TIME FOR PERFORMANCE OF A JOB ORDER**

**13B.1 If performance by the Contractor in connection with a particular Job Order is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Article 13B.**

**13B.2 Any extension of time for a Job Order may be granted by the Project Manager in consultation with the Homeowner.**

**13B.3 Grounds for Extension: If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work of a Job Order caused solely:**

**13B.3.1. By the acts or omissions of the City, its officers, agents, or employees;**

**13B.3.2. By the act or omissions of the Homeowner;**

**13B.3.3. By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).**

**13B.3.4. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of Days of delay which the Commissioner or the Board may determine to be solely due to such causes, and then only if the Contractor shall have strictly complied with Article 10.**

**13B.4 Extension for Concurrent Causes of Delay: The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.**

**13B.5 The determination made by the Project Manager on an application for an extension of time shall be binding and conclusive on the Contractor.**

**13B.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Director of HRP. In the absence of special circumstances, application for extension of time not exceeding**

**14 Days in the aggregate will be acted upon by the HRP Management Time within seven Days after request therefor.**

**13B.7 Permitting the Contractor to continue with the Work after the time for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver in the part of the City of any of its rights under this Contract.**

**13B.8 Application for Extension of Time for the Performance of a Job Order.**

**13B.8.1. Before the Contractor's time extension request may be approved, the Contractor must within two (2) Days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application using the HRP Construction Management Information System to the Project Manager identifying**

**a) the Contractor, the Job Order number, and Dwelling address, and the nature of each alleged cause of delay in completing the Work;**
**b) photographic evidence supporting the cause of the delay, where practicable;**
**c) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;**
**d) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive.**

**13B.9 Analysis and Approval of Time Extensions for Performance of a Job Order. A written determination shall be made by the Project Manager who may, for good and sufficient cause, extend the time for the performance of the Job Order**

**13B.10 No Damage for Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, or the Homeowner or other occupants of the Dwelling 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 Job Order Work as provided herein.**

**13B.11 Assessment of Liquidated Damages: Neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a 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.**

10. Article 16.1 on pages E27 to E28 is revised as follows:

16.1 Unless otherwise provided for in the Job Order, the Homeowner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance, upon written authorization of the Contractor. **Contractor shall not authorize the Homeowner to take over, use, occupy of operate any part of the Work if it would expose Homeowner or Occupants to a health or safety risk.** Such authorization must include the date when the Homeowner may take over, use, occupy or operate part of the Work and a brief description of the relevant part of the Work. A copy of such written authorization shall be provided to the City and the Homeowner before Final Acceptance. In the event the Homeowner takes over, uses, occupies, or operates any part of the Work:

16.1.1 the Contractor shall issue a written certification of completion with respect to such part of the Work and shall submit a certification form with photo inventory of Work;

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

16.1.3 the Contractor's guarantee on such part of the Work shall begin on the date in the written authorization by the Contractor required in Article 16.1.

11. Article 20.1 is revised as follows:

20.1 [Pursuant to] **Consistent with** 24 CFR section 85.36(h)(2)&(3), the Contractor shall obtain performance and payment bonds for [the full amount of the Contract] **not less than $5,000,000 and shall adjust the amount of the bonds in increments of $5,000,000—on its own action or at the direction of the City—as the value of the Work is increased so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job Orders assigned to the Contractor**.

12. Article 41.1 on page E52 is revised as follows:

41.1 Upon completion of a Job Order, including return of any of the Homeowner's or Occupant's furniture stored by the Contractor, the Contractor shall submit a Job Order Payment Request to the Project Manager for the work completed. The Contractor shall submit a maximum of one Job Order Payment Request per Job Order but a Job Order Payment Request can include multiple Job Orders. **If a Job Order Payment Request includes multiple Job Orders, Contractor shall clearly separate and label documents submitted in connection with each individual Job Order.** The Contractor shall submit a maximum of one Job Order Payment Request per two week period (14 Day period), and shall consist of the individual Job Order Payment Requests that have been accepted pursuant to the Contract and not previously submitted. Contractor shall include with each Job Order Payment Request the following:

a. An invoice that includes a document summarizing of the total cost of each Job Order listed by Dwelling address

b. Final Acceptance of Job Order Work

c. Final Signed Inspection Form Copy of all Required Permits

d. Daily Sign-In Sheets for Contractor and any Sub-Contractors

e. Payment Approval and Tracking Sheet

f. [Verification of Payment to Subcontractors] **The information required pursuant to Article 17.11 of this Contract**

g. Verified statement of claims of any and all alleged claims against the City, and any pending dispute resolution procedures in accord 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 27 and 28) 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.

h. as security for faithful performance of its obligations under Article 24, a deposit of a sum equal to one (1%) of the price of the Job Order 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. In lieu of such deposit, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct one (1%) percent of the payment, which shall be deemed the deposit required.

13. Article 58 on page E63 is revised as follows:

No claim whatsoever shall be made by the Contractor against any officer, agent **(including, but not limited to, the Engineer and Inspector)** or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

14. In the Hurricane Sandy CDBG-DR Appendix, all references to “Docket No. FR05696-N-01” are replaced with “Docket No. FR-5696-N-01.”

15. Schedule A to the Contract has been revised. See attached for changes that address Performance and Payment Bonds.

SCHEDULE A

GENERAL CONDITIONS TO

NYC HOUSES REHABILITATION PROGRAM CONTRACT

(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

| | |
|---|---|
| CONTRACT VALUE | Requirements contract not to exceed $30,000,000 |
| INFORMATION FOR BIDDERS<br><br>Bid Bond | $1,500,000 |
| ADDRESS FOR NOTICES TO BE SENT TO THE DEPARTMENT<br><br>All notices sent to the Department pursuant to this Contract shall be addressed to the address to the right. | Agency Chief Contracting Officer<br>Department of Environmental Protection<br>59-17 Junction Blvd<br>Flushing, New York 11373 |
| CONTRACT ARTICLE 3.<br>LOCATION OF THE WORK<br><br>Work shall be assigned to the Contractor on Dwellings located in the region indicated to the right. Work may be assigned to the Contractor in additional regions. | Region _____<br><br>[To be filled in by DEP.] |
| CONTRACT ARTICLE 3.<br>TERM | The date of registration pursuant to Charter section 328 through May 31, 2015 |
| CONTRACT ARTICLES 3B, 15, 17 & 24.<br>LIQUIDATED DAMAGES<br><br>(a) If the Contractor fails to complete the Detailed Scope of Work for a Job Order within the Job Order Completion Time plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to | (a) $500 for each consecutive calendar day over Job Order Completion Time |

| | |
|---|---|
| the City the amount indicated to the right.<br><br>(b) If the Contractor fails to list a Subcontractor and/or to report Subcontractor payments beyond the time frames set forth herein or in the notice from the City, the Contractor shall pay the City the amount indicated to the right.<br><br>(c) If the Contractor fails to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice of Joint Scope Meeting, Contractor shall pay the amount indicated to the right.<br><br>(d) If the Contractor fails to arrive at the appointment to review maintenance and guaranty Work within 30 minutes of the scheduled time, Contractor shall pay the amount indicated to the right. | (b) $100 per day for each day beyond the time frames set forth herein or in the notice from the City.<br><br>(c) $500 for arriving late or not attending the Joint Scope Meeting.<br><br>(d) $500 for arriving late or not attending the appointment to review maintenance and guaranty Work. |
| ARTICLE 20<br>PERFORMANCE AND PAYMENT BONDS | **Contractor shall obtain performance and payment bonds for not less than $5,000,000 and shall adjust the amount of the bonds in increments of $5,000,000—on its own action or at the direction of the City—as the value of the Work is increased so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job Orders assigned to the Contractor.** |
| CONTRACT ARTICLE 22.<br><br>(Per Directions Below) | |
| CONTRACT ARTICLE 24.<br>MAINTENANCE & GUARANTY PERIOD | 1 Year after Final Acceptance of the Contractor's final Job Order |
| CONTRACT ARTICLE 24.<br>SECURITY FOR MAINTENANCE & GUARANTY<br><br>As security for the faithful performance of its obligations, the Contractor, upon filing its Job Order Request, the City shall withhold a sum equal to the percentage of the Job Order price indicated to the right. | 1% of the value of the Job Order certified for payment in all Job Order Requests. |

| CONTRACT ARTICLE 75.<br>COMPENSATION TO BE PAID TO CONTRACTOR | |
|---|---|
| Pursuant to Article 75, for each satisfactorily completed Job Order, the Contractor shall be paid the sum of the Unit Prices multiplied by the Unit Price Adjustment Factor plus the Non-Prepriced Items multiplied by the Adjustment Factor for Non-Prepriced Items. | _____._____ Unit Price Adjustment Factor<br><br>_____._____ Adjustment Factor for Non-Prepriced Items<br><br>[To be filled in by DEP based on the winning bid.] |

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in 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 | $5,000,000 per occurrence<br><br>$10,000,000 per project aggregate applicable to this Contract<br><br>$10,000,000 completed operations (required for three years after Final Completion of Contractor's last Job Order)<br><br>Additional Insureds:<br>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<br><br>2. all Homeowners. |
| ■ Workers' Compensation Art. 22.1.2<br>■ Disability Benefits Insurance Art. 22.1.2<br>■ Employers' Liability Art. 22.1.2 | Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.<br><br>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 (4) 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. |
| ■ Commercial Auto Liability Art. 22.1.3 | $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. 22.1.4 | $3,000,000 per occurrence<br><br>$3,000,000 aggregate<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br><br>2. all Homeowners. |

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART III. BROKER'S CERTIFICATION

[Note to Contracting Agency: Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

CERTIFICATION BY BROKER

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

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Email address of broker (typewritten)]

_____
[Phone number/Fax number of broker (typewritten)]

_____
[Signature of authorized official or broker]

_____
[Name and title of authorized official (typewritten)]

State of …….)
) ss.:
County of …….)

Sworn to before me this _____ day of _____ 20___

_____
NOTARY PUBLIC FOR THE STATE OF _____

## AGREEMENT

THIS CONTRACT, made and entered into _____, 2013, by and between the City of New York ("City"), acting by and through the Department of Environmental Protection (the "Department" or "DEP"), located at 59-17 Junction Blvd, Flushing, New York 11373 and _____ (the "Contractor"), located at _____ and _____ (the "Homeowner"), located at _____. (The City, Department or DEP, Contractor, and Homeowner are hereinafter, collectively, the contract "Parties").

**W I T N E S S E T H**:

WHEREAS, pursuant to an agreement between the City and the Homeowner (the "Grant Agreement"), the Homeowner is receiving benefits from the NYC Build it Back Program (the "BIB Program") for the rehabilitation the property described in Article II (the "Dwelling"), which was damaged by Hurricane Sandy; and

WHEREAS, pursuant to a contract between the City and the Contractor (the "Build it Back Construction Contract"), the City directed the Contractor, to perform Work on the Dwelling;

NOW THEREFORE, the Parties to this Contract, in consideration of the mutual agreements contained herein, agree as follows:

## ARTICLE I: DEFINED TERMS

1. "**Contract**" includes this document, the Grant Agreement, the Build it Back Construction Contract, the Job Order, and Supplemental Job Orders, all incorporated by reference.

2. "**Job Order**" is the attached document that sets forth the Detailed Scope of Work for the Dwelling, the Job Order Completion Time, and the price to be paid by the City for the Work.

3. "**Occupants**" means the persons and companion animals/pets residing in the Dwelling.

4. "**Supplemental Job Order**" means a Job Order issued to add or delete work from an existing, related Job Order.

5. "**Unit**" means the Dwelling if the Dwelling is a one-family home or the separate living quarters if the Dwelling is a two-, three-, or four-family home.

6. "**Work**" means all services required to complete the Job Order and additional services included in Article 2.1.40 of the Build it Back Construction Contract.

## ARTICLE II: TIME & LOCATION

1. **Dwelling**. The Dwelling is located at _____ and includes the building(s) and land at such address.

2. **Term**. The term shall commence upon the date above and end upon Final Acceptance by the City ("Term").

3. **Job Order Completion Time**. The Contractor shall begin the Job Order Work on the following date _____; and complete the Job Order Work in _____ calendar days after commencement of the Term (the "Job Order Completion Time"), TIME BEING OF THE ESSENCE. If the City approves a Supplemental Work Order or grants a Time Extension pursuant to the Build it Back Construction Contract the Contractor may be allowed additional calendar days to complete the Work after the Job Order Completion Time.

4. **Maintenance Period**. Pursuant to the Build it Back Construction Contract and upon direction by the City, Contractor shall repair or replace any Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for one year after the Term except as provided in Article III(6). Homeowner shall notify City if such maintenance work is required. The City reserves the right to direct a different contractor to perform the Work during the Maintenance Period.

5. **Relocation Dates**. The Homeowner shall relocate and shall cause its Occupants (including animals) to relocate for the following dates while Work is performed:

   (a) Unit #1: From _____to _____

   (b) Unit #2: From _____to _____

   (c) Unit #3: From _____to _____

   (d) Unit #4: From _____to _____

   The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time pursuant to the Build it Back Construction Contract. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must continue to be relocated during such Work.

6. **Personal Property Removal Dates**. The Homeowner shall remove vehicles and other obstructions and shall cause its Occupants to remove vehicles and other obstructions from the Dwelling during the Term. The Homeowner shall remove and shall cause its Occupants to remove the personal property described in Article III(3) from the rooms designated below by the following dates:

   (a) Unit #1: Date_____ Rooms:_____

   (b) Unit #2: Date_____ Rooms:_____

(c) Unit #3: Date_____ Rooms:_____

(d) Unit #4: Date_____ Rooms:_____

## ARTICLE III: HOMEOWNER'S RIGHTS & DUTIES

1. **Construction Cooperation**. Homeowner shall cooperate and shall cause the Occupants to cooperate fully with the Contractor and the City with respect to completing the Work. The Homeowner shall not direct the Work. The Homeowner shall not enter and shall prohibit the Occupants from entering the working areas designated by the Contractor. The Contractor may immediately suspend the Work if the Homeowner's or Occupants' failure to comply with this section is a risk to health or safety or interferes with the Work.

2. **Access and Utilities**. Homeowner shall provide access and keys to the Dwelling to the Contractor and access by the City to the Dwelling for the Term. Work may be performed on days, nights, and weekends, as allowed by law. Homeowner shall provide access to water, power, and other utilities to the Contractor, where service is available and active in the Dwelling.

3. **Removal of Personal Property**. Homeowner shall identify and remove and shall cause Occupants to identify and remove personal property (not including furniture) that is valuable, fragile, or may be damaged no later than the dates in Article II(6). If necessary, the Contractor may remove additional items as the Work progresses and store them in another area of the Dwelling. The personal property (including furniture) that the Contractor, Homeowner and Occupants shall remove are listed in Attachment 2.

4. **Detailed Scope of Work**. Homeowner reviewed and accepts the Detailed Scope of Work attached to this Contract as Attachment 1. Homeowner shall not request changes to the Detailed Scope of Work after signing this Contract. The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must relocate during such Work.

5. **No Additional Work**. Homeowner shall not request the Contractor to perform additional work that is not in the Job Order, for example, installing items purchased by the Homeowner.

6. **Permission to Use Completed Work**. Upon completion of a discrete item of the Work, the Homeowner may request permission from the Contractor to use the completed item. Contractor may authorize use of such item pursuant to Article 16 of the Build it Back Construction Contract, such authorization not to be unreasonably withheld. The Contractor shall be relieved of its duty to protect such item of Work. The maintenance and guarantee obligation on such Work shall begin on the date of such authorization.

## ARTICLE IV: CONTRACTOR'S RIGHTS & DUTIES

1. **Performance of Work/Compliance With Build it Back Construction Contract**. Contractor shall perform the Work in the Job Order and comply with the Build it Back Construction Contract, including performing Work during the maintenance and guaranty period.

2. **Removal and Storage of Furniture**. If required in the Job Order, Contractor shall remove and securely store furniture and other large objects at the location and for the dates listed below:

   (a) Unit #1: Dates_____ Location:_____

   (b) Unit #2: Dates_____ Location:_____

   (c) Unit #3: Dates_____ Location:_____

   (d) Unit #4: Dates_____ Location:_____

   Contractor shall restore furniture and other large objects prior to submitting the Job Order Request for Payment pursuant to Article 41 of the Build it Back Construction Contract.

3. **Warranties and Instruction Manuals**. Contractor shall provide Homeowner with certificates of warranties, instruction manuals, and other documents specified in the Job Order at the inspection prior to Final Acceptance (the "Final Inspection").

4. **Subcontractors**. Contractor shall cause its subcontractors to comply with this Contract and shall attach a copy of this Contract to all subcontracts for Work on this Dwelling.

5. **Prompt Payment and Liens**. Contractor shall promptly pay all subcontractors and materialmen. If any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract file a lien against the Dwelling, the Contractor shall promptly discharge such lien pursuant to the Lien Law.

6. **Insurance**. Contractor shall maintain the insurance required by Article 22 of the Build it Back Construction Contract and shall name the Homeowner and the City of New York, including its officials and employees, additional insureds.

7. **Protection 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 until Final Acceptance of the Work (or earlier use, occupancy or operation in accordance with the terms of this Contract); and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace or repair such Work, whichever the City shall determine to be preferable. During the performance of the Work, the Contractor shall take all reasonable precautions to protect the persons and property of the Homeowner and Occupants 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

Dwelling suitable and sufficient protection such as lights, barricades, and enclosures. If Homeowner's or an Occupant's property is damaged through negligence of the Contractor, the Contractor shall promptly repair the damage or reimburse Homeowner for the reasonable cost of repairing the damage caused by the Contractor. The Contractor agrees to keep the premises broom clean and orderly and to remove all debris during the course of the Work.

8. **No Payment from Homeowner**. The Contractor shall not request payment from the Homeowner for any work on a Dwelling for the Term of the Build it Back Construction Contract.

9. **Utilities**. Contractor is responsible for disconnecting electricity, telephone, cable and gas as required, to complete the Work and reconnecting as appropriate, including any paying any fees for disconnecting and reconnecting the utilities. Contractor shall be responsible for notifying the Homeowner when it will disconnect and reconnect the utilities.

## ARTICLE V: CITY'S RIGHTS & DUTIES

1. **Duty to Homeowner**. The City's rights and duties to the Homeowner are set forth in the Grant Agreement.

2. **Duty to Contractor**. The City's rights and duties to the Contractor are set forth in the Build it Back Construction Contract.

## ARTICLE VI: DEFAULT & TERMINATION

1. Homeowner will be in default under this Contract upon the occurrence of any of the following events: (i) Homeowner fails to perform the terms of this Contract and such failure continues for five (5) days after delivery of written notice of the failure; (ii) Homeowner and/or the Occupants fail to cooperate with the Contractor's reasonable directions and orders or their actions create a safety risk in the Dwelling; (iii) Homeowner commits a default under any other contract it has entered into with the City relating to Hurricane Sandy relief; (iv) Homeowner has misrepresented Homeowner's eligibility for the Build it Back Program and/or this Work; or (v) Homeowner has made any misrepresentations in connection with this Contract. In the event of Homeowner's default of items (i) and (ii), the City and/or Contractor shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, and in the event of Homeowner's default of items (iii), (iv) and (v), the City shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:

    a. Terminate this Contract on written notice to Homeowner.

    b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.

    c. Issue a Supplemental Job Order to omit a portion of the Work.

d. Sue Homeowner for damages, injunctive, or equitable relief.

2. Contractor will be in default under this Contract upon the occurrence of any of the following events: (i) Contractor fails to perform the terms of this Agreement and such failure continues for two (2) days after delivery of written notice of the failure; or (ii) Contractor is declared in default under the provisions of its Build it Back Construction Contract with the City. In the event of Contractor's default, the City and/or the Homeowner shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:

   a. Terminate this Contract on written notice to Contractor.

   b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.

   c. Sue Contractor for damages, injunctive, or equitable relief.

3. **Termination for Convenience**: Homeowner shall have the right to terminate this Contract for convenience by providing written notice to the Contractor and the City with at least five days notice. If Homeowner terminates this Contract, all or a portion of the funds provided by the City for this Work shall be forfeited and the City and the Contractor shall be under no obligation to complete the Work.

## ARTICLE VII: MISCELLANEOUS PROVISIONS

1. **Choice of Law**. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Homeowner or 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.

2. **Consent to Jurisdiction and Venue**. The Parties agree that any and all claims asserted against any party arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The Parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.

3. **Non-Waiver by the City**. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by the City of any subsequent breach or default or of any breach or default of any other provision.

4. **Severability**. If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

We, the undersigned Parties, hereby accept all above terms, conditions and/or provisions.

HOMEOWNER #1 SIGNATURE:_____ Date:_____

Printed Name:_____

HOMEOWNER #2 SIGNATURE:_____ Date:_____

Printed Name:_____

CONTRACTOR NAME:_____

Signature:_____ Date:_____

Printed Name:_____ Title:_____

Telephone #:_____

CITY: CITY OF NEW YORK, DEPT. OF ENVIRONMENTAL PROTECTION

Signature:_____ Date:_____

Printed Name:_____ Title:_____

The undersigned Engineer does hereby certify that I have prepared or supervised the preparation of the Job Order and that it complies with all applicable federal, state and municipal laws, rules and regulations, including the New York City Construction Codes and Fire Code.

DESIGN CONSULTANT FIRM:_____

Signature:_____ Date:_____

Printed Name:_____

**Attachment #1**
**Job Order Detailed Scope of Work**

**Attachment #2**
**List of Personal Items Removed from Dwelling.**

## PRE-BID CONFERENCE and E-mailed QUESTIONS & ANSWERS

1. **QUESTION: Is the pre-bid attendance sheet posted online?**

   ANSWER: Yes, on the City Record and the NYC Build It Back website (http://www.nyc.gov/html/recovery/html/jobs/jobs.shtml)

2. **QUESTION: Must a subcontractor be a New York City resident?**

   ANSWER: No.

3. **QUESTION: Does a contractor have to be certified in NY? If not, what is required to be certified? [Note: It is assumed that this question refers to M/WBE certification.]**

   ANSWER: A contractor must be on the City-certified list to qualify as an M/WBE, though some NJ-area contractors can qualify if they have significant business in NYC.

4. **QUESTION: Must a contractor be a union contractor to participate?**

   ANSWER: No.

5. **QUESTION: What are the City licensing requirements for the Build It Back Rehabilitation program?**

   ANSWER:

   A New York City Department of Consumer Affairs Home Improvement License is not required. (Note: At the pre-bid conference, a City representative stated that a Home Improvement License is required; that statement was incorrect.)

   The NYC Department of Buildings (DOB) licenses certain trades that will be doing work under this program. All subcontractors that are performing work related to a particular trade (such as plumbing or electrical) must be licensed by DOB for that work. To see the trades licensed by DOB, visit http://www.nyc.gov/html/dob/html/development/licensing_main.shtml

   Prime contractors will also need an Insurance Tracking Number ("tracking number") issued by the DOB to obtain any permits (outside of mechanical and electrical). This number can be obtained in 1 day from the DOB if all insurance paperwork is correct. Requirements for obtaining a tracking number can be found at: http://www.nyc.gov/html/dob/downloads/pdf/insurance_tracking_numbers.pdf. Please note, if you already hold a Safety Registration or a General Contractor registration for 1,2,3 family New Buildings, you already meet the requirement for a tracking number and do not need to obtain one from the DOB.

6. **QUESTION: Does the Department of Building require payment of permit fees for this contract?**

   ANSWER: Yes.

7. **QUESTION: Are contractors required to certify with HPD?**

   ANSWER: No.

8. **QUESTION: Who determines the adequate amount of funding to abide by Zone A federal guidelines?**

   ANSWER: Determined by the Job Order.

9. **QUESTION: What is the construction price?**

   ANSWER: Each contract is $30,000,000.

10. **Is there a minimum value for each house?**

    Answer: No.

11. **QUESTION: How many homes will be assigned?**

    ANSWER: The estimates that approximately 10,000-12,000 dwellings are eligible for the Build It Back Rehabilitation program.

12. **QUESTION: What is the typical scope of work?**

    ANSWER: The scope of work depends upon the needs of the individual dwelling. All requested unit price items included in the contract are potential scope items.

13. **QUESTION: Is asbestos a separate contract?**

    ANSWER: No, asbestos abatement/removal is a part of the requested services included in this contract.

14. **QUESTION: How many units are contractors required to do in the region?**

    ANSWER: Contractors are required to complete a minimum of 90 dwellings per three-month rolling period.

15. **QUESTION: How many units are in each region? What are the approximate square foot per unit?**

    ANSWER: The City created the regions targeting 500 to 1,000 enrollees within each region; however, the actual number of units will vary depending on enrollment and eligibility determinations. The average square footage of a home will vary by region.

16. **QUESTION: How do you determine scope of work within region?**

    ANSWER: A job order will be developed for each individual dwelling and will be signed off between the City and the Contractor.

17. **QUESTION: How do you get products spec'd in the contract**?

    ANSWER: Contractors must provide a submittal to the engineer/architect for approval of all product specifications. For more information, see the Submittal section of the General Requirements and Specifications contract document.

18. **QUESTION: Demolition is included in unit price packet. Is it a part of the required work?**

    ANSWER: Yes.

19. **QUESTION: Contractors are required to supply the dumpster. Is the dumpster cost reimbursable?**

    ANSWER: See Unit Price list and specifications.

20. **QUESTION: The unit price for Concrete patch/small repair is $104.25/CY, however, the cost of the concrete per CY (material only) would be in the range of $105 without considering short-load. Will this price be adjusted?**

    ANSWER: The unit price is based on the volume of concrete that must be repaired. This is not equivalent to the volume of concrete that must be placed.

21. **QUESTION: Will DEP be responsible for fielding homeowner questions/complaints or will it be the responsibility of the contractor?**

    ANSWER: The City will provide a call-in center to handle and distribute homeowner questions and complaints, as appropriate.

22. **QUESTION: Is there a program for homeowners who want to have their own contractor or is the homeowner required with the GC?**

    ANSWER: Yes but it is not related to this solicitation or contract. Please visit NYC.gov for further information on other elements of the Build it Back program. (http://www.nyc.gov/html/recovery/html/home/home.shtml)

23. **QUESTION: For homeowners who opt to select their own contractor, to what extent does the Build It Back Rehabilitation program oversee the private contractor's work?**

    ANSWER: This available option for homeowners is not related to this solicitation or contract. Please visit NYC.gov for further information on other elements of the Build it Back program. (http://www.nyc.gov/html/recovery/html/home/home.shtml)

24. **QUESTION: Is the contract bondable?**

    ANSWER: Yes.

25. **QUESTION: If prime contractors are required to pay a $1.5M bond, but a project only costs $50,000, does the prime contractor have to submit a $50,000 performance bond as well?**

    ANSWER: Bonding is not required for individual Job Orders.

26. **QUESTION: Is the reimbursement of costs for relocation of tenants and owner included in $30M contract amount?**

    ANSWER: Only if relocation costs are included in the Job Order. See Contract Specifications for additional information.

**27. QUESTION: Is the performance bond progressive or fixed?**

ANSWER: Please refer to the revised Article 20 of the Contract in this addendum, which concerns changes to the performance and payment bond requirement.

**28. QUESTION: Can you bond $30M without guaranteeing $30M worth of work?**

ANSWER: Please refer to the revised Article 20 of the Contract in this addendum, which concerns changes to the performance and payment bond requirement.

**29. QUESTION: If so, is the $1.5M bid bond equal to the guaranteed bond amount?**

ANSWER: Bidders are required to provide a bid bond in the amount of $1.5 million. There is a separate requirement for performance and payment bonds. Please refer to the revised Article 20 of the Contract in this addendum, which concerns changes to the performance and payment bond requirement.

**30. My understanding is that it [the Build it Back Program] has 12 regions and the total funds assigned are $30 million. If I am bidding one region, as per schedule A stated that we need a $1.5M to bid the project & performance bond is required 30 million. Please be advise how to process the bid.**

ANSWER: A bid bond of $1.5 million is required for each contract/region bid. If a contractor bids on only one region, a bid bond of $1.5 million is required. If a contractor bids on two regions, two bid bonds of $1.5 million each are required.

For performance and payment bond requirements, please refer to the revised Article 20 of the Contract and the revised section 1C(2)(c) of the Information for Bidders, which are in the addendum.

**31. QUESTION: If I am bidding one region as per Schedule A stated that do we need a $1.5M bond to bid the project & performance bond of 30 million?**

ANSWER: If you bid one region, you are required to provide a bid bond in the amount of $1.5 million. If you are awarded a contract for that one region, you are required to obtain performance and payment bonds in the amounts required by revised Article 20 of the Contract, which is set forth in the addendum.

**32. QUESTION: There was some discussion about reducing the bid bond amount during the pre-bid meeting. Are there any plans to reduce the $1.5 million bid bond amount?**

ANSWER: No, there are no plans to reduce the $1.5 million bid bond amount. The performance and payment bond requirement in Article 20 of the Contract has been revised; please refer to the addendum.

**33. QUESTION: Must prime or subcontractors abide by certified payroll requirement**?

ANSWER: State and federal laws do not require contractors to certify payroll records for this contract, because this is not a public work and because the work involves residential buildings of less than eight units (*see* Article 60 of the contract.) Contractors and subcontractors are required

to maintain payroll records that comply with the requirements of the Fair Labor Standards Act (*see* Article 37 of the contract.)

**34. QUESTION: Is David-Bacon in this contract?**

ANSWER: No.

**35. QUESTION: On reading the bid documents we are unclear whether the project is to be paid based on the federal minimum wage <u>or</u> state prevailing wage (Davis- Bacon rates.) Could you please clarify what the work of this project is to be based on?**

ANSWER: Neither state law nor federal law requiring the payment of prevailing wages applies to this contract because the work will be performed on private residential property that is 8 units or less.

**36. QUESTION: Is this contract exempt from the NYC PLA agreement?**

ANSWER: Yes.

**37. QUESTION: Must this contract abide by prevailing wage**?

ANSWER: No.

**38. QUESTION: How will GC price/negotiate the subcontractors' payment terms**?

ANSWER: No comment.

**39. QUESTION: How can subcontractors monitor payments due to them?**

ANSWER: The Contract requires Contractors to pay subcontractors within 7 days of receipt of City payment for the subcontracted services.

**40. QUESTION: Does PIP (Pay Information Portal) have any role in subcontract payment monitoring/accountability?**

ANSWER: PIP lists information about what is being paid. Subcontractors can also go into PIP to provide any modifications directly. Contact 212-857-1777 for further assistance.

**41. QUESTION: How long after the submittal of Job Order payment request are made are general contractors paid?**

ANSWER: Payments to contractors are governed by section 4-06 of the NYC Procurement Policy Board Rules (PPB Rules). The PPB Rules are available on-line here: http://www.nyc.gov/html/mocs/ppb/downloads/pdf/April2010rulesmodifiedMar2011pdf.pdf. Section 4-06(c)(2) sets forth the required payment date, which is 30 days in many cases, but may be longer in certain circumstances.

**42. QUESTION: Is the architect/engineer required to be provided by prime contractor?**

ANSWER: The services required of the prime contractor are at the discretion of the prime contractor. The City will have an architect/engineer under contract to develop the Job Orders.

**43. QUESTION: Is the prime contractor required to provide the City with any equipment?**

ANSWER: No.

**44. QUESTION: Is the program's budget available?**

ANSWER: Yes.

**45. QUESTION: Is there any work geared toward licensed contractors that were affected by Sandy?**

ANSWER: No.

**46. QUESTION: How many are we allowed to bid? Can contractors bid on more than one region?**

ANSWER: Contractors may bid on multiple regions. The City will review the qualification packages of the apparent low bidders to ensure that the Prime Contractor has the financial and resource capability.

**47. QUESTION: How are contractors assigned to a region?**

ANSWER: Contractors are not assigned a region. Contractors bid on the region(s) they are interested in.

**48. QUESTION: How can a small firm get work?**

ANSWER: If a small firm is interested in participating as a subcontractor, please see the Plan Holders List to find a list of firms that have picked up the bid. You can also join the Interested Contractors list to by filling out the form located here. http://www.nyc.gov/html/recovery/html/jobs/contractors.shtml.

**49. QUESTION: Is the $100 fee for each contract or all?**

ANSWER: $100 is for the master document purchased at the DEP Bid Room (59-17 Junction Blvd, 17th floor, Flushing, NY). It is to be used to bid on any or all of the JOC regions (1-12). A bidder is required to make copies of certain documents if bidding on more than one region per day.

**50. QUESTION: Where would one get the maps to know what region to bid on?**

ANSWER: Maps are available to download from the City Record with the bid documents. They are located in the Invitation for Bid. They can also be purchased with the entire bid documents at the DEP Bid Room located at 59-17 Junction Blvd, 17th floor, Flushing, NY.

**51. QUESTION: Was the addition of the region maps the only correction to the City Record bid posting?**

ANSWER: Yes. All maps were added to the City Record the day after the official advertisement.

**52. QUESTION: What is LL129?**

ANSWER: See Invitation for Bid, Section J for detailed information on Local Law 129, or the Minority/Women-owned Business Enterprises (M/WBE) program.

**53. QUESTION: Is a contractor required to be M/WBE to apply?**

ANSWER: No.

**54. QUESTION: Can a contractor get credit for an M/WBE subcontractor that performs community outreach?**

ANSWER: No, Build It Back Rehabilitation will handle all outreach.

**55. QUESTION: Is work given out directly or only through general contractors?**

ANSWER: All Job Orders are issued to the General Contractors.

**56. QUESTION: Iran Divestment Act: does it need to be included with the bid?**

ANSWER: Yes. An amendment to the Invitation for Bid instructions has been added to reflect this.

**57. QUESTION: Employment Report: does it need to be included with the bid?**

ANSWER: No (*see* section 10 of the Information for Bidders). The apparent lowest responsive and responsible bidder will be required to submit an Employment Report no more than five days after the Bid date.

**58. QUESTION: Proof of Worker's Comp required prior to execution of contract, meaning not with bid?**

ANSWER: Proof of all insurance detailed in the Schedule A is required prior to execution, not with the bid.

**59. QUESTION: Section J, Schedule B: no asterisk that needs to be submitted with bid, but other places say submit with bid. What is the actual requirement?**

ANSWER: See page 8 of the Information for Bidders. Schedule B is required to be submitted with each bid in a separate sealed envelope that clearly identifies the contents as Schedule B. The particular region must be clearly identified as well.

**60. QUESTION: On page 2 of the invitation for bid it lists the following forms as required to be turned in Sections A, B1, B4, D, and Schedule B from Section J. Are there other items mandatory to be turned in with this bid, and if so, is there a more comprehensive list to follow as we prepare the bid package?**

ANSWER: The Bidder's Certification of Compliance with Iran Divestment Act. See attached for change to the Invitation For Bid.

**61. QUESTION: When is it necessary to fill out the Construction Employment Report found within Section F?**

ANSWER: See #57.

**62. QUESTION: During the pre-bid meeting, there was talk about liquidated damages and bonuses regarding job completed behind and ahead of schedule. How many days is the baseline schedule? How will this be determined?**

ANSWER: Each Job Order will have an established start date and duration to complete the work. This Job Order is signed by the Engineer/Architect and the Contractor. Liquidated Damages and Bonuses will be paid in accordance with Article 15 of the Contract, "Bonuses and Liquidated Damages."

Environmental Protection

**CONSTRUCTION CONTRACT**

**New York City**
**Department of**
**Environmental Protection**

**59-17 Junction Boulevard**
**Elmhurst, New York 11373**

**Carter H. Strickland, Jr.**
**Commissioner**

**Mary F. Pazan**
**Agency Chief Contracting Officer**

# ADDENDUM TO CONTRACT DOCUMENTS NUMBER 2

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

**Contract:** **HRP-JOCS 1-12**

**Description:** **NYC Houses Rehabilitation Program Regions 1-12**

**JUNE 2013**

**THE CITY OF NEW YORK**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**TO ALL BIDDERS FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:**

**CONTRACT HRP-JOCS 1-12**

**NEW YORK CITY HOUSES REHABILITATION PROGRAM REGIONS 1-12**

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

Included are changes to the following documents:

Specifications
Unit Price Book
Contract

**NOTE:**

1. This Signature Page must be signed, dated, detached and submitted by the bidder with his/her bid.

Carter H. Strickland. Jr.
Commissioner

I acknowledge receipt of **Addendum No. 2** for: Contract HRP-JOC 1-12, NYC Houses Rehabilitation Program Regions 1 – 12.

REGION # 7

Rockaway Beach Blvd Construction Co LLC
NAME OF BIDDER

Signature:

Signed by: Gerard Romski

Date: 6/18/13

## NYC HOUSES REHABILITATION PROGRAM GENERAL REQUIREMENTS AND SPECIFICATIONS

1. **<u>Page 189 – SECTION 16600 – RESIDENTIAL APPLIANCES – PART 2 - PRODUCTS – ITEM 2.4 – DISHWASHERS:</u>**
   **Delete and replace paragraphs B with the following:**

B. Dishwasher: Complying with AHAM DW-1 and ASSE 1006. Basis-of-Design Product:

1. Base: GE GDF510PGDWW (White, Black or Clean Steel) and dedicated circuit

   a. Type: Built-in under counter

   b. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.

2. ADA Compliant Model: GE Built-In Dishwasher with Hidden Controls, Energy Star certified GLDT690DWW (white) or GLDT690DBB (black).

Unit Price Book:

Delete the items below and replace with the items in bold:

| | | | | | | |
|---|---|---|---|---|---|---|
| 03205 | Remove & Replace | Concrete | Concrete sidewalk - finished in place | 1 | SF | $ 9.56 |
| 03205 | Replace | Concrete | Concrete patch / small repair | 1 | CY | $ 104.25 |
| 03205 | Replace | Concrete | Miscellaneous / small patch - concrete | 1 | CY | $ 250.00 |
| 03205 | Replace | Concrete | Epoxy injection - concrete repair | 1 | EA | $ 490.95 |
| 03205 | Remove & Replace | Concrete | Concrete slab on grade - finished in place | 1 | CY | $ 616.58 |
| 03205 | Remove & Replace | Concrete | Concrete grade beam | 1 | CY | $ 757.75 |
| 03205 | Remove & Replace | Concrete | Precast steps - concrete - 3 to 4 risers - 5' wide | 1 | EA | $ 1,097.33 |
| 03205 | Remove & Replace | Concrete | Precast steps - concrete - 5 to 6 risers - 5' wide | 1 | EA | $ 1,292.67 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **03025** | **Remove & Replace** | **Concrete** | **Concrete sidewalk - finished in place** | **1** | **SF** | **$ 9.56** |
| **03025** | **Replace** | **Concrete** | **Concrete patch / small repair** | **1** | **CY** | **$ 104.25** |
| **03025** | **Replace** | **Concrete** | **Miscellaneous / small patch - concrete** | **1** | **CY** | **$ 250.00** |
| **03025** | **Replace** | **Concrete** | **Epoxy injection - concrete repair** | **1** | **EA** | **$ 490.95** |
| **03025** | **Remove & Replace** | **Concrete** | **Concrete slab on grade - finished in place** | **1** | **CY** | **$ 616.58** |

| | | | | | | |
|---|---|---|---|---|---|---|
| **03025** | **Remove & Replace** | **Concrete** | **Concrete grade beam** | **1** | **CY** | **$ 757.75** |
| **03025** | **Remove & Replace** | **Concrete** | **Precast steps - concrete - 3 to 4 risers - 5' wide** | **1** | **EA** | **$ 1,097.33** |
| **03025** | **Remove & Replace** | **Concrete** | **Precast steps - concrete - 5 to 6 risers - 5' wide** | **1** | **EA** | **$ 1,292.67** |

Contract

Article 3.1(e) on page E-9 of the New York City Build It Back Program Contract (formerly known as the NYC Houses Rehabilitation Contract) is revised to add the words in **bold** as follows:

e. Obtaining all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. **The Contractor shall electronically file, to the extent possible, all applications and plans that require approval by the New York City Department of Buildings ("DOB") via the NYC Development Hub. Information and Instructions about the NYC Development Hub are available on-line at: http://www.nyc.gov/html/dob/html/development/electronic_filing.shtml. The DOB will endeavor to expedite the review of applications and plans relating to Dwellings that are enrolled in the Build it Back Program.**

SECTION D

BID BOND
PAGE 1 OF 3

KNOW ALL MEN BY THESE PRESENT. Those we, ROCKAWAY BEACH BLVD.CONSTRUCTION CO LLC Hereinafter referred to as the "Principal", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND Hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars ($1,500,000.00), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for NEW YORK CITY HOUSING REHABILITATION PROGRAM HRP - JOC 7

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

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

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

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

BID BOND
PAGE 2 OF 3

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers the 19TH day of JUNE, 2013.

(Seal) ROCKAWAY BEACH BLVD CONSTRUCTION CO LLC (L.S.)
Principal

By: _____

(Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

NYC Environmental Protection

**Invitation For Bid**

By: _____

BENEDICT J. TOCKARSHEWSKY - ATTORNEY-IN-FACT

No Additional Text on This Page

CONR 391 (8/94)

(Acknowledgment by principal, unless it be a corporation)
STATE OF NEW YORK

SS:

COUNTY OF _____

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

_____
Notary Public County

(Acknowledgment by principal, if a corporation)
STATE OF NEW YORK

SS:

COUNTY OF Queens

On this 19th day of June 2013 _____, before me personally came Gerard Rungki to me known who being by me duly sworn, did depose and say that he/~~she~~ resides in Westchester County ; that he/~~she~~ is the President of the Rockaway Beach Blvd. Construction Co. LLC ; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

NOEL A. VENTEGEAT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VE6230139
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires 11/1/2014

Queens
Notary Public County

(Acknowledgment by Surety Company)
STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On this 19TH day of JUNE 2013, before me personally came BENEDICT J. TOCKARSHEWSKY to me known who being by me duly sworn, did depose and say that he/she resides in FLUSHING, NEW YORK ; that he/she is the ATTORNEY-IN-FACT of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND ; the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Alice McCarthy
Notary Public County

ALICE McCARTHY
NOTARY PUBLIC, State of New York
No. 01MC5079342
Qualified in Dutchess County
Commission Expires June 03, 2015

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2012

**ASSETS**

| | |
|---|---|
| Bonds | $ 157,177,826 |
| Stocks | 23,000,311 |
| Cash and Short Term Investments | 119,155 |
| Reinsurance Recoverable | 17,923,564 |
| Other Accounts Receivable | 35,473,256 |
| TOTAL ADMITTED ASSETS | $ 233,694,113 |

**LIABILITIES, SURPLUS AND OTHER FUNDS**

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 74,782 |
| Ceded Reinsurance Premiums Payable | | 48,323,524 |
| Securities Lending Collateral Liability | | 1,716,240 |
| TOTAL LIABILITIES | | $ 50,114,546 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 178,579,567 | |
| Surplus as regards Policyholders | | 183,579,567 |
| TOTAL | | $ 233,694,113 |

Securities carried at $59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $243,518,971 and surplus as regards policyholders $193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

*Notary Public*

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C.§9305)

**Fidelity and Deposit Company of Maryland ,**

surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2011 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Fidelity and Deposit Company of Maryland** , $194,791,087

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2011 is as follows:

**Fidelity and Deposit Company of Maryland** , $16,970,000

The amount of the bond to which the statement and certification is attached is $1,500,000.

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each insurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

I, Frank E. Martin., as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Frank E. Martin Jr

Frank E. Martin, Jr., Vice President

Dated: JUNE 19, 2013

Effective: April 13, 2012

BID BOND

**Bond Number**

NYC DEP

**Obligee**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William D. HAAS, Dennis M. O'BRIEN and Benedict J. TOCKARSHEWSKY, all of Briarcliff Manor, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of April, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Assistant Secretary* — *Eric D. Barnes*

*Vice President* — *Thomas O. McClellen*

**State of** Maryland
City of Baltimore

On this 20th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

# SECTION E

## EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER NO. 50

## E.O. 50 - EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") 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:

(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;

(2) the Contractor agrees that when it subcontracts it 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;

(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, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;

(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

(5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

(i) disapproval of the Contractor;
(ii) suspension or termination of the contract;
(iii) declaring the Contractor in default; or
(iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring an Contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of $50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

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.

END OF TEXT ON THIS PAGE

# SECTION F

## NEW YORK STATE LABOR LAW WAGE REQUIREMENTS

## VERIFICATION OF PAYMENT TO SUBCONTRACTOR(S)

## CERTIFICATION OF CONTRACTOR TO COMPTROLLER

## CERTIFICATION OF SUBCONTRACTOR TO COMPTROLLER

## EMPLOYMENT REPORT

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) 618-6879

# CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

## WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

A Construction Employment Report (ER) must be filed if you meet the following conditions:

| CONTRACT FUNDING SOURCE | CONTRACTOR | CONTRACT VALUE | SUBMISSION REQUIREMENT |
|---|---|---|---|
| Federally assisted | Prime and subcontractors | $10,000 or greater | Construction Employment Report |
| City and state funded | Prime contractor | $1,000,000 or greater | |
| | Subcontractor | $750,000 or greater | |
| | | Less than $750,000 | Less than $750,000 Waiver |

Prime Contractor:

- A general contractor or construction manager selected to perform work on a construction project funded (in whole or in part) by the **federal government** with a proposed contract value of $10,000 or more.
- A general contractor or construction manager selected to perform work on a construction project funded or assisted by the **City of New York** with a proposed contract value of $1,000,000 or more.

Subcontractor:

- A subcontractor selected to perform work on a construction project funded (in whole or in part) by the **federal government** with a proposed contract value of $10,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the **City of New York** with a proposed contract value of $750,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of **less than $750,000** must submit a "Less than $750,000" waiver.

## WHERE TO FILE

Employment Reports must be filed with the City agency awarding the contract. If you are a contractor or subcontractor who will be working for a private developer in receipt of funding or assistance from the City, the ER must be filed with the City agency with jurisdiction over the developer's project.

## DLS REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted

or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

   **Certificate of Approval**
   The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

   **Continued Approval Certificate**
   The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

   **Conditional Certificate of Compliance**
   The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within one month of the issue of the Conditional Certificate.

   **Determination of Nonperformance**
   The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

## HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information
Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices
Part III: Contract Bid Information and Projected and Current Workforce Forms
Signature Page

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 4 – 9: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 11: Please provide the number of permanent employees in your company.

Question 12a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 13 – 15: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- General Information section
- Part I - Contractor/Subcontractor Information
- Form B - Projected Workforce
- Signature Page

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of

the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.

Question 16: If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 17: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

## PART II: EMPLOYMENT POLICIES AND PRACTICES

*Remember to label all documents with the question number for which they are submitted.*

Questions 18a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 18a. 18b, etc.)

Questions 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 25: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

| 1. Number of complaint(s) | 2. Nature of the complaint(s) | 3. Position(s) of the complainant(s) | 4. Was an investigation conducted? Y/N | 5. Current status of the disposition |
|---|---|---|---|---|

Question 26: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

| 1. Name(s) of complainant(s) | 2. Administrative agency or court in which action was filed | 3. Nature of the complaint(s) | 4. Current status | 5. If not pending, the complaint's disposition |
|---|---|---|---|---|

Question 27: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 28: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

## PART III: CONTRACT BID INFORMATION AND PROJECTED AND CURRENT WORKFORCE FORMS

### FORM A: CONTRACT BID INFORMATION – USE OF SUBCONTRACTORS/TRADES

Your projections for the utilization of subcontractors on the proposed contract are to be provided in this section. A chart has been provided for the identification of subcontractors. Information is to be provided to the extent known at the time the ER is filed for review by DLS. If the subcontractor's name is unknown, then write "unknown". Under "ownership", enter the appropriate race/ethnic and gender code. If the contract is federally funded or assisted and the subcontractor is being utilized in accordance with applicable federal requirements with respect to Minority Business Enterprise or Woman Business Enterprise requirements, enter the appropriate code. This will also apply to state funded contracts with similar requirements for minority and female owned businesses.

### FORM B: PROJECTED WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

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

### FORM C: CURRENT WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

For each trade *currently* engaged by your company for all work performed in NYC, enter the current workforce for Males and Females by trade classification in the charts provided.

## SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

## SUPPLIERS AND/OR MANUFACTURERS

Contractors who are suppliers and/or manufacturers on construction projects must complete a Supply and Services Employment Report for contracts amount of $100,000.00 or more. If the contract is $100,000.00 or more and your company employs less than 50 employees, a less than 50 employee certificate should be completed.

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

# CONSTRUCTION EMPLOYMENT REPORT

## GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor____ Subcontractor____

1a. Are M/WBE goals attached to this project? Yes ____ No ____

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___Minority Owned Business Enterprise ___Locally based Business Enterprise
___Women Owned Business Enterprise ___Emerging Business Enterprise

2a. If you are certified as an **MBE**, **WBE**, or **LBE**, what city/state agency are you certified with?
_____ Are you DBE certified? Yes ____ No ____

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No___

4. Is this project subject to a project labor agreement? Yes ____ No ____

## PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. _____
Employer Identification Number or Federal Tax I.D./ Email Address

6. _____
Company Name

7. _____
Company Address and Zip Code

8. _____
Chief Operating Officer Telephone Number

9 _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")

10. _____
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")

11. Number of employees in your company: _____

12. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(d) _____
Procurement Identification Number (PIN)

(e) _____
Contract Registration Number (CT#)

(f) _____
Projected Commencement Date

(g) _____
Projected Completion Date

(h) Description and location of proposed contract:

_____

_____

13. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

14. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

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

15. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

16. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

_____

_____

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

17. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

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

## PART II: DOCUMENTS REQUIRED

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

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

___ (b) Disability, life, other insurance coverage/description

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

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

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

___ (i) Employee evaluation policy/form(s).

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

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

| | | |
|---|---|---|
| (a) Prior to job offer | Yes___ | No___ |
| (b) After a conditional job offer | Yes___ | No___ |
| (c) After a job offer | Yes___ | No___ |
| (d) Within the first three days on the job | Yes___ | No___ |
| (e) To some applicants | Yes___ | No___ |
| (f) To all applicants | Yes___ | No___ |
| (g) To some employees | Yes___ | No___ |
| (h) To all employees | Yes___ | No___ |

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

_____

_____

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

If yes, is the medical examination given:

(a) Prior to a job offer Yes___ No___
(b) After a conditional job offer Yes___ No___
(c) After a job offer Yes___ No___
(d) To all applicants Yes___ No___
(e) Only to some applicants Yes___ No___

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

_____

_____

22. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

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

_____

_____

23. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

_____

_____

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

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

_____

_____


FOR OFFICIAL USE ONLY: File No. _____

## SIGNATURE PAGE

I, (print name of authorized official signing)_____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation.

I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

_____
Contractor's Name

_____
Name of person who prepared this Employment Report Title

_____
Name of official authorized to sign on behalf of the contractor Title

_____
Telephone Number

_____
Signature of authorized official Date

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

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

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

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

**Only original signatures accepted.**

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

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

Date _____ File Number _____

# LESS THAN $750,000 SUBCONTRACT CERTIFICATE

Are you currently certified as one of the following? Please check yes or no:
MBE Yes ___No ___ WBE Yes ___No ___ LBE Yes ___No ___ DBE Yes___No___

If you are certified as an MBE, WBE, LBE or DBE, what city/state agency are you certified with?

_____

Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___Minority Owned Business Enterprise ___Locally based Business Enterprise
___Women Owned Business Enterprise

_____
Company Name Employer Identification Number or Federal Tax I.D

_____
Company Address and Zip Code

_____
Contact Person (First Name, Last Name) Telephone Number

_____
Fax Number E-mail Address

Description and location of proposed subcontract: _____

_____

_____

_____ _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)
(City contracts only) (City contracts only)

_____ _____
Block and Lot Number ICIP Application Number
(ICIP projects only) (ICIP projects only)

I, (print name of authorized official signing)_____ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than $750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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.

_____
Signature of authorized official Date

**Only original signatures accepted.**

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

Revised 3/13
FOR OFFICIAL USE ONLY. File No _____

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

1. Do you plan to subcontractor work on this contract? Yes___ No___

2. If yes, complete the chart below.

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

| SUBCONTRACTOR'S NAME* | OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW) | WORK TO BE PERFORMED BY SUBCONTRACTOR | TRADE PROJECTED FOR USE BY SUBCONTRACTOR | PROJECTED DOLLAR VALUE OF SUBCONTRACT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

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

## FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

---

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

**MALES**

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

**FEMALES**

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

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

_____

_____

## FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

| | MALES | | | | | 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 | | T | | | | | | | | |

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: _____

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 | | T | | | | | | | | |

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

_____

_____

## FORM C: CURRENT WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female
(Col. #6 – 10):

_____

| | MALES | | | | | 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 | | T | | | | | | | | |

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

_____

_____

The City of New York
Department of 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

# LESS THAN $750,000 SUBCONTRACT CERTIFICATE

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
___Locally based Business Enterprise
___Emerging Business Enterprise

_____
Company Name | Employer Identification Number or Federal Tax I.D

_____
Company Address and Zip Code

_____
Chief Operating Officer | Telephone Number

_____
Developer or Prime Contractor | Contact | Contracting Agency

Description and location of proposed subcontract:

_____
_____

_____ | _____
Procurement Identification Number (PIN) | Contract Registration Number (CT#)

_____ | _____
Block and Lot Number (ICIP projects only) | ICIP Application Number (ICIP projects only)

I, (print name of authorized official signing)_____ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than $750,000.

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.

_____
Signature of authorized official | Date

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) 773 - 6323
Fax: (212) 618-4879

# OCCUPATIONAL CATEGORIES AND CENSUS CODES

## 1990 CENSUS DETAILED LISTING OF OCCUPATIONAL TITLE CODES

1. **Executive, Administrative and Managerial Occupations**
   *(Managerial)* Codes 003 through 037
2. **Profesional Specialty Occupations**
   *(Professional)* Codes 043 through 199
3. **Technician and Related Support Occupations**
   *(Technicians)* Codes 203 through 235
4. **Sales Occupations**
   *(Sales)* Codes 243 through 285
5. **Administrative Support Occupations, Including Clerical**
   *(Clerical)* Codes 303 through 389
6. **Service Occupations, Except Private Household**
   *(Service)* Codes 403 through 469
7. **Farming, Forestry & Fishing**
   *(Farm)* Codes 473 through 499
8. **Precision Production, Craft and Regular Occupations**
   *(Crafts)* Codes 503 through 699
9. **Operators, Fabricators & Laborers**
   *(Operators)* Codes 703 through 889
10. **Military Occupations**
    *(Military)* Codes 903 through 905
11. **Experienced Unemployed Not Classified by Occupation**
    (*Unemployed*) Code 909

## 1. EXECUTIVE, ADMINISTRATIVE, AND MANAGERIAL OCCUPATIONS ("*Managerial*")

| | |
|---|---|
| 003 | Legislators |
| 004 | Chief executives and general administrators, public administration |
| 005 | Administrators and officials, public administration |
| 006 | Administrators, protective services |
| 007 | Financial managers |
| 008 | Personnel and labor relations managers |
| 009 | Purchasing managers |
| 013 | Managers, marketing, advertising, and public relations |
| 014 | Administrators, education and related fields |
| 015 | Managers, medicine and health |
| 016 | Postmasters and mail superintendents |
| 017 | Managers, food serving and lodging establishments |
| 018 | Managers, properties and real estate |
| 019 | Funeral directors |
| 021 | Managers, service organizations, n.e.c. |
| 022 | Managers and administrators, n.e.c. |
| *Management Related Occupations* | |
| 023 | Accountants and auditors |
| 024 | Underwriters |
| 025 | Other financial officers |
| 026 | Management analysts |
| 027 | Personnel, training, and labor relations specialists |

028 Purchasing agents and buyers, farm products
029 Buyers, wholesale and retail trade except farm products
033 Purchasing agents and buyers, n.e.c.
034 Business and promotion agents
035 Construction inspectors
036 Inspectors and compliance officers, except construction
037 Management related occupations, n.e.c.

2. PROFESSIONAL SPECIALTY OCCUPATIONS ("*Professional*")

*Engineers, Architects, and Surveyors*

043 Architects

*Engineers*

044 Aerospace
045 Metallurgical and materials
046 Mining
047 Petroleum
048 Chemical
049 Nuclear
053 Civil
054 Agricultural
055 Electrical and electronic
056 Industrial
057 Mechanical
058 Marine and naval architects
059 Engineers, n.e.c.
063 Surveyors and mapping scientists

*Mathematical and Computer Scientists*

064 Computer systems analysts and scientists
065 Operations and systems researchers and analysts
066 Actuaries
067 Statisticians
068 Mathematical scientists, n.e.c.

*Natural Scientists*

069 Physicists and astronomers
073 Chemists, except biochemists
074 Atmospheric and space scientists
075 Geologists and geodesists
076 Physical scientists, n.e.c.
077 Agricultural and food scientists
078 Biological and life scientists
079 Forestry and conservation scientists
083 Medical scientists

*Health Diagnosing Occupations*

084 Physicians
085 Dentists
086 Veterinarians
087 Optometrists
088 Podiatrists
089 Health diagnosing practitioners, n.e.c.

*Health Assessment and Treating Occupations*

095 Registered nurses
096 Pharmacists
097 Dietitians

*Therapists*

098 Respiratory therapists
099 Occupational therapists
103 Physical therapists
104 Speech therapists
105 Therapists, n.e.c.

106 Physicians' assistants

*Teachers, Postsecondary*

113 Earth, environmental, and marine science teachers
114 Biological science teachers
115 Chemistry teachers
116 Physics teachers
117 Natural science teachers, n.e.c.
118 Psychology teachers
119 Economics teachers
123 History teachers
124 Political science teachers
125 Sociology teachers
126 Social science teachers, n.e.c.
127 Engineering teachers
128 Mathematical science teachers
129 Computer science teachers
133 Medical science teachers
134 Health specialties teachers
135 Business, commerce, and marketing teachers
136 Agriculture and forestry teachers
137 Art, drama, and music teachers
138 Physical education teachers
139 Education teachers
143 English teachers
144 Foreign language teachers
145 Law teachers
146 Social work teachers
147 Theology teachers
148 Trade and industrial teachers
149 Home economics teachers
153 Teachers, postsecondary, n.e.c.
154 Postsecondary teachers, subject not specified

*Teachers, Except Postsecondary*

155 Teachers, prekindergarten and kindergarten
156 Teachers, elementary school
157 Teachers, secondary school
158 Teachers, special education
159 Teachers, n.e.c.
163 Counselors, educational, and vocational

*Librarians, Archivists, and Curators*

164 Librarians
165 Archivists and curators

*Social Scientists and Urban Planners*

166 Economists
167 Psychologists
168 Sociologists
169 Social scientists, n.e.c.
173 Urban planners

*Social, Recreation, and Religious Workers*

174 Social workers
175 Recreation workers
176 Clergy
177 Religious workers, n.e.c.

*Lawyers and Judges*

178 Lawyers
179 Judges

*Writers, Artists, Entertainers, and Athletes*

183 Authors
184 Technical writers

185 Designers
186 Musicians and composers
187 Actors and directors
188 Painters, sculptors, craft-artists, and artist printmakers
189 Photographers
193 Dancers
194 Artists, performers, and related workers, n.e.c.
195 Editors and reporters
197 Public relations specialists
198 Announcers
199 Athletes

3. TECHNICIANS AND RELATED SUPPORT OCCUPATIONS ("*Technicians*")

*Health Technologists and Technicians*

203 Clinical laboratory technologists and technicians
204 Dental hygienists
205 Health record technologists and technicians
206 Radiologic technicians
207 Licensed practical nurses
208 Health technologists and technicians, n.e.c.

*Technologists and Technicians, Except Health Engineering and Related Technologists and Technicians*

213 Electrical and electronic technicians
214 Industrial engineering technicians
215 Mechanical engineering technicians
216 Engineering technicians, n.e.c.
217 Drafting occupations
218 Surveying and mapping technicians

*Science Technicians*

223 Biological technicians
224 Chemical technicians
225 Science technicians, n.e.c.

*Technicians, Except Health, Engineering, and Science*

226 Airplane pilots and navigators
227 Air traffic controllers
228 Broadcast equipment operators
229 Computer programmers
233 Tool programmers, numerical control
234 Legal assistants
235 Technicians, n.e.c.

4. SALES OCCUPATIONS ("*Sales*")

243 Supervisors and proprietors, sales occupations

*Sales Representatives, Finance and Business Services*

253 Insurance sales occupations
254 Real estate sales occupations
255 Securities and financial services sales occupations
256 Advertising and related sales occupations
257 Sales occupations, other business services

*Sales Representatives, Commodities Except Retail*

258 Sales engineers
259 Sales representatives, mining, manufacturing, and wholesale

*Sales Workers, Retail and Personal Services*

263 Sales workers, motor vehicles and boats
264 Sales workers, apparel
265 Sales workers, shoes
266 Sales workers, furniture and home furnishings
267 Sales workers; radio, TV, hi-fi, and appliances
268 Sales workers, hardware and building supplies
269 Sales workers, parts

274 Sales workers, other commodities
275 Sales counter clerks
276 Cashiers
277 Street and door-to-door sales workers
278 News vendors

*Sales Related Occupations*

283 Demonstrators, promoters and models, sales
284 Auctioneers
285 Sales support occupations, n.e.c.

5. ADMINISTRATIVE SUPPORT OCCUPATIONS, INCLUDING CLERICAL ("*Clerical*")

*Supervisors, Administrative Support Occupations*

303 Supervisors, general office
304 Supervisors, computer equipment operators
305 Supervisors, financial records processing
306 Chief communications operators
307 Supervisors, distribution, scheduling, and adjusting clerks

*Computer equipment operators*

308 Computer operators
309 Peripheral equipment operators

*Secretaries, Stenographers and Typists*

313 Secretaries
314 Stenographers
315 Typists

*Information Clerks*

316 Interviewers
317 Hotel clerks
318 Transportation ticket and reservation agents
319 Receptionists
323 Information clerks, n.e.c.

*Records Processing Occupations, Except Financial*

325 Classified-ad clerks
326 Correspondence clerks
327 Order clerks
328 Personnel clerks, except payroll and timekeeping
329 Library clerks
335 File clerks
336 Records clerks

*Financial Records Processing Occupations*

337 Bookkeepers, accounting, and auditing clerks
338 Payroll and timekeeping clerks
339 Billing clerks
343 Cost and rate clerks
344 Billing, posting, and calculating machine operators

*Duplicating, Mail and Other Office Machine Operators*

345 Duplicating machine operators
346 Mail preparing and paper handling machine operators
347 Office machine operators, n.e.c.

*Communications Equipment Operators*

348 Telephone operators
353 Communications equipment operators, n.e.c.

*Mail and Message Distributing Occupations*

354 Postal clerks, exc. mail carriers
355 Mail carriers, postal service
356 Mail clerks, exc. postal service
357 Messengers

*Material Recording, Scheduling, and Distributing Clerks, n.e.c.*

359 Dispatchers
363 Production coordinators

364 Traffic, shipping, and receiving clerks
365 Stock and inventory clerks
366 Meter readers
368 Weighers, measurers, checkers, and samplers
373 Expediters
374 Material recording, scheduling, and distributing clerks, n.e.c.

*Adjusters and investigators*

375 Insurance adjusters, examiners, and investigators
376 Investigators and adjustors, except insurance
377 Eligibility clerks, social welfare
378 Bill and account collectors

*Miscellaneous Administrative Support Occupations*

379 General office clerks
383 Bank tellers
384 Proofreaders
385 Data-entry keyers
386 Statistical clerks
387 Teachers' aides
389 Administrative support occupations, n.e.c.

## 6. SERVICE OCCUPATIONS ("*Service*")

**Private Household Occupations**

403 Launderers and ironers
404 Cooks, private household
405 Housekeepers and butlers
406 Child care workers, private household
407 Private household cleaners and servants

**Protective Service Occupations**

*Supervisors, Protective Service Occupations*

413 Supervisors, firefighting and fire prevention occupations
414 Supervisors, police and detectives
415 Supervisors, guards

*Firefighting and Fire Prevention Occupations*

416 Fire inspection and fire prevention occupations
417 Firefighting occupations

*Police and Detectives*

418 Police and detectives, public service
423 Sheriffs, bailiffs, and other law enforcement officers
424 Correctional institution officers

*Guards*

425 Crossing guards
426 Guards and police, exc. public service
427 Protective service occupations, n.e.c.

**Service Occupations, Except Protective and Household**

*Food Preparation and Service Occupations*

433 Supervisors, food preparation and service occupations
434 Bartenders
435 Waiters and waitresses
436 Cooks
438 Food counter, fountain and related occupations
439 Kitchen workers, food preparation
443 Waiters'/waitresses' assistants
444 Miscellaneous food preparation occupations

*Health Service Occupations*

445 Dental assistants
446 Health aides, except nursing
447 Nursing aides, orderlies, and attendants

*Cleaning and Building Service Occupations, except Household*

448 Supervisors, cleaning and building service workers

449 Maids and housemen
453 Janitors and cleaners
454 Elevator operators
455 Pest control occupations

*Personal Service Occupations*

456 Supervisors, personal service occupations
457 Barbers
458 Hairdressers and cosmetologists
459 Attendants, amusement and recreation facilities
461 Guides
462 Ushers
463 Public transportation attendants
464 Baggage porters and bellhops
465 Welfare service aides
466 Family child care providers
467 Early childhood teacher's assistants
468 Child care workers, n.e.c.
469 Personal service occupations, n.e.c.

## 7. FARMING, FORESTRY, AND FISHING OCCUPATIONS ("*Farm*")

*Farm operators and managers*

473 Farmers, except horticultural
474 Horticultural specialty farmers
475 Managers, farms, except horticultural
476 Managers, horticultural specialty farms

*Farm Occupations, Except Managerial*

477 Supervisors, farm workers
479 Farm workers
483 Marine life cultivation workers
484 Nursery workers

*Related Agricultural Occupations*

485 Supervisors, related agricultural occupations
486 Groundkeepers and gardeners, except farm
487 Animal caretakers, except farm
488 Graders and sorters, agricultural products
489 Inspectors, agricultural products

*Forestry and Logging Occupations*

494 Supervisors, forestry and logging workers
495 Forestry workers, except logging
496 Timber cutting and logging occupations

*Fishers, Hunters, and Trappers*

497 Captains and other officers, fishing vessels
498 Fishers
499 Hunters and trappers

## 8. PRECISION PRODUCTION, CRAFT, AND REPAIR OCCUPATIONS ("*Crafts*")

**Mechanics and Repairers**

503 Supervisors, mechanics and repairers

*Mechanics and Repairers, Except Supervisors*

Vehicle and Mobile Equipment Mechanics and Repairers

505 Automobile mechanics
506 Automobile mechanic apprentices
507 Bus, truck, and stationary engine mechanics
508 Aircraft engine mechanics
509 Small engine repairers
514 Automobile body and related repairers
515 Aircraft mechanics, exc. engine
516 Heavy equipment mechanics
517 Farm equipment mechanics

518 Industrial machinery repairers
519 Machinery maintenance occupations

*Electrical and Electronic Equipment Repairers*

523 Electronic repairers, communications and industrial equipment
525 Data processing equipment repairers
526 Household appliance and power tool repairers
527 Telephone line installers and repairers
529 Telephone installers and repairers
533 Miscellaneous electrical and electronic equipment repairers
534 Heating, air conditioning, and refrigeration mechanics

*Miscellaneous Mechanics and Repairers*

535 Camera, watch, and musical instrument repairers
536 Locksmiths and safe repairers
538 Office machine repairers
539 Mechanical controls and valve repairers
543 Elevator installers and repairers
544 Millwrights
547 Specified mechanics and repairers, n.e.c.
549 Not specified mechanics and repairers

*Construction Trades*

Supervisors, construction occupations
553 Supervisors, brickmasons, stonemasons, and tile setters
554 Supervisors, carpenters and related workers
555 Supervisors, electricians and power transmission installers
556 Supervisors, painters, paperhangers, and plasterers
557 Supervisors, plumbers, pipefitters, and steam fitters
558 Supervisors, construction n.e.c.

*Construction Trades, Except Supervisors*

563 Brickmasons and stonemasons
564 Brickmason and stonemason apprentices
565 Tile setters, hard and soft
566 Carpet installers
567 Carpenters
569 Carpenter apprentices
573 Drywall installers
575 Electricians
576 Electrician apprentices
577 Electrical power installers and repairers
579 Painters, construction and maintenance
583 Paperhangers
584 Plasterers
585 Plumbers, pipefitters, and steamfitters
587 Plumber, pipefitter, and steamfitter apprentices
588 Concrete and terrazzo finishers
589 Glaziers
593 Insulation workers
594 Paving, surfacing, and tamping equipment operators
595 Roofers
596 Sheetmetal duct installers
597 Structural metal workers
598 Drillers, earth
599 Construction trades, n.e.c.

*Extractive Occupations*

613 Supervisors, extractive occupations
614 Drillers, oil well
615 Explosives workers
616 Mining machine operators
617 Mining occupations, n.e.c.

*Precision Production Occupations*

628 Supervisors, production occupations

*Precision Metal Working Occupations*

634 Tool and die makers
635 Tool and die makers apprentices
636 Precision assemblers, metal
637 Machinists
639 Machinist apprentices
643 Boilermakers
644 Precision grinders, fitters and tool sharpeners
645 Patternmakers and model makers, metal
646 Lay-out workers
647 Precious stones and metals workers (Jewelers)
649 Engravers, metal
653 Sheet metal workers
654 Sheet metal worker apprentices
655 Miscellaneous precision metal workers

*Precision Woodworking Occupations*

656 Patternmakers and model makers, wood
657 Cabinet makers and bench carpenters
658 Furniture and wood finishers
659 Miscellaneous precision woodworkers

*Precision Textile, Apparel, and Furnishings Machine Workers*

666 Dressmakers
667 Tailors
668 Upholsterers
669 Shoe repairers
674 Miscellaneous precision apparel and fabric workers

*Precision Workers, Assorted Materials*

675 Hand molders and shapers, except jewelers
676 Patternmakers, lay-out workers, and cutters
677 Optical goods workers
678 Dental laboratory and medical appliance technicians
679 Bookbinders
683 Electrical and electronic equipment assemblers
684 Miscellaneous precision workers, n.e.c.

*Precision Food Production Occupations*

686 Butchers and meat cutters
687 Bakers
688 Food batchmakers

*Precision Inspectors, Testers, and Related Workers*

689 Inspectors, testers, and graders
693 Adjusters and calibrators

*Plant and System Operators*

694 Water and sewage treatment plant operators
695 Power plant operators
696 Stationary engineers
699 Miscellaneous plant and system operators

## 9. OPERATORS, FABRICATORS, AND LABORERS ("*Operators*")

### Machine Operators, Assemblers, and Inspectors

*Machine Operators and Tenders, except Precision Metalworking and Plastic Working Machine Operators*

703 Lathe and turning machine set-up operators
704 Lathe and turning machine operators
705 Milling and planning machine operators
706 Punching and stamping press machine operators
707 Rolling machine operators
708 Drilling and boring machine operators
709 Grinding, abrading, buffing, and polishing machine operators
713 Forging machine operators

714 Numerical control machine operators
715 Miscellaneous metal, plastic, stone, and glass working machine operators
717 Fabricating machine operators, n.e.c.

*Metal and Plastic Processing Machine Operators*

719 Molding and casting machine operators
723 Metal plating machine operators
724 Heat treating equipment operators
725 Miscellaneous metal and plastic processing machine operators

*Woodworking Machine Operators*

726 Wood lathe, routing, and planing machine operators
727 Sawing machine operators
728 Shaping and joining machine operators
729 Nailing and tacking machine operators
733 Miscellaneous woodworking machine operators

*Printing Machine Operators*

734 Printing machine operators
735 Photoengravers and lithographers
736 Typesetters and compositors
737 Miscellaneous printing machine operators

*Textile, Apparel, and Furnishings Machine Operators*

738 Winding and twisting machine operators
739 Knitting, looping, taping, and weaving machine operators
743 Textile cutting machine operators
744 Textile sewing machine operators
745 Shoe machine operators
747 Pressing machine operators
748 Laundering and dry cleaning machine operators
749 Miscellaneous textile machine operators

*Machine Operators, Assorted Materials*

753 Cementing and gluing machine operators
754 Packaging and filling machine operators
755 Extruding and forming machine operators
756 Mixing and blending machine operators
757 Separating, filtering, and clarifying machine operators
758 Compressing and compacting machine operators
759 Painting and paint spraying machine operators
763 Roasting and baking machine operators, food
764 Washing, cleaning, and picking machine operators
765 Folding machine operators
766 Furnace, kiln, and oven operators, exc. food
768 Crushing and grinding machine operators
769 Slicing and cutting machine operators
773 Motion picture projectionists
774 Photographic process machine operators
777 Miscellaneous machine operators, n.e.c.
779 Machine operators, not specified

*Fabricators, Assemblers, and Hand Working Occupations*

783 Welders and cutters
784 Solderers and blazers
785 Assemblers
786 Hand cutting and trimming occupations
787 Hand molding, casting, and forming occupations
789 Hand painting, coating, and decorating occupations
793 Hand engraving and printing occupations
795 Miscellaneous hand working occupations

*Production Inspectors, Testers, Samplers, and Weighers*

796 Production inspectors, checkers, and examiners
797 Production testers
798 Production samplers and weighers

799 Graders and sorters, exc. agricultural

**Transportation and Material Moving Occupations**

*Motor Vehicle Operators*

803 Supervisors, motor vehicle operators
804 Truck drivers
806 Driver-sales workers
808 Bus drivers
809 Taxicab drivers and chauffeurs
813 Parking lot attendants
814 Motor transportation occupations, n.e.c.

*Transportation Occupations, Except Motor Vehicles*

Rail Transportation Occupations
823 Railroad conductors and yardmasters
824 Locomotive operating occupations
825 Railroad brake, signal, and switch operators
826 Rail vehicle operators, n.e.c.

*Water Transportation Occupations*

828 Ship captains and mates, except fishing boats
829 Sailors and deckhands
833 Marine engineers
834 Bridge, lock, and lighthouse tenders

*Material Moving Equipment Operators*

843 Supervisors, material moving equipment operators
844 Operating engineers
845 Longshore equipment operators
848 Hoist and winch operators
849 Crane and tower operators
853 Excavating and loading machine operators
855 Grader, dozer, and scraper operators
856 Industrial truck and tractor equipment operators
859 Miscellaneous material moving equipment operators
864 Supervisors, handlers equipment cleaners, and laborers, n.e.c.
865 Helpers, mechanics and repairers

*Helpers, Construction and Extractive Occupations*

866 Helpers, construction trades
867 Helpers, surveyor
868 Helpers, extractive occupations
869 Construction laborers
874 Production helpers

*Freight, Stock, and Material Handlers*

875 Garbage collectors
876 Stevedores
877 Stock handlers and baggers
878 Machine feeders and offbearers
883 Freight, stock, and material handlers, n.e.c.
885 Garage and service station related occupations
887 Vehicle washers and equipment cleaners
888 Hand packers and packagers
889 Laborers, except construction

**10. MILITARY OCCUPATIONS ("*Military*")**

903 Commissioned Officers and Warrant Officers
904 Non-commissioned Officers and Other Enlisted Personnel
905 Military occupation, rank not specified

**EXPERIENCE UNEMPLOYED NOT CLASSIFIED BY OCCUPATION**

909 Last worked 1984 or earlier

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

# INDUSTRY CODES

## AGRICULTURE, FORESTRY, AND FISHERIES

| | |
|---|---|
| 010 | Agricultural production, crops |
| 011 | Agricultural production, livestock |
| 012 | Veterinary services |
| 020 | Landscape and horticultural services |
| 030 | Agricultural services, n.e.c. |
| 031 | Forestry |
| 032 | Fishing, hunting, and trapping |

## MINING

| | |
|---|---|
| 040 | Metal mining |
| 041 | Coal mining |
| 042 | Oil and gas extraction |
| 050 | Nonmetallic mining and quarrying, except fuels |

## CONSTRUCTION

| | |
|---|---|
| 060 | All construction |

## MANUFACTURING

### Nondurable Goods

*Food and kindred products*

| | |
|---|---|
| 100 | Meat products |
| 101 | Dairy products |
| 102 | Canned, frozen, and preserved fruits and vegetables |
| 110 | Grain Mill products |
| 111 | Bakery products |
| 112 | Sugar and confectionery products |
| 120 | Beverage industries |
| 121 | Miscellaneous food preparations and kindred products |
| 122 | Not specified food industries |
| 130 | Tobacco manufactures |

*Textile mill products*

| | |
|---|---|
| 132 | Knitting mills |
| 140 | Dyeing and finishing textiles, except wool and knit goods |
| 141 | Carpets and rugs |
| 142 | Yarn, thread, and fabric mills |
| 150 | Miscellaneous textile mill products |

*Apparel and other finished textile products*

| | |
|---|---|
| 151 | Apparel and accessories, except knit |
| 152 | Miscellaneous fabricated textile products |

*Paper and allied products*

| | |
|---|---|
| 160 | Pulp, paper, and paperboard mills |
| 161 | Miscellaneous paper and pulp products |
| 162 | Paperboard containers and boxes |

*Printing, publishing, and allied industries*

| | |
|---|---|
| 171 | Newspaper publishing and printing |
| 172 | Printing, publishing, and allied industries, except newspapers |

*Chemicals and allied products*

| | |
|---|---|
| 180 | Plastics, synthetics, and resins |
| 181 | Drugs |
| 182 | Soaps and cosmetics |
| 190 | Paints, varnishes, and related products |
| 191 | Agricultural chemicals |
| 192 | Industrial and miscellaneous chemicals |
| | *Petroleum and coal products* |
| 200 | Petroleum refining |
| 201 | Miscellaneous petroleum and coal products |
| | *Rubber and miscellaneous plastic products* |
| 210 | Tires and inner tubes |
| 211 | Other rubber products, and plastics footwear and belting |
| 212 | Miscellaneous plastics products |
| | *Leather and leather products* |
| 220 | Leather tanning and finishing |
| 221 | Footwear, except rubber and plastic |
| 222 | Leather products, except footwear |
| | Durable Goods |
| | *Lumber and wood products, except furniture* |
| 230 | Logging |
| 231 | Sawmills, planning mills, and millwork |
| 232 | Wood buildings and mobile homes |
| 241 | Miscellaneous wood products |
| 242 | Furniture and fixtures |
| | *Stone, clay, glass and concrete products* |
| 250 | Glass and glass products |
| 251 | Cement, concrete, gypsum, and plaster products |
| 252 | Structural clay products |
| 261 | Pottery and related products |
| 262 | Miscellaneous nonmetallic mineral and stone products |
| | *Metal industries* |
| 270 | Blast furnaces, steelworks, rolling and finishing mills |
| 271 | Iron and steel foundries |
| 272 | Primary aluminum industries |
| 280 | Other primary metal industries |
| 281 | Cutlery, hand tools, and general hardware |
| 282 | Fabricated structural metal products |
| 290 | Screw machine products |
| 291 | Metal forging and stampings |
| 292 | Ordnance |
| 300 | Miscellaneous fabricated metal products |
| 301 | Not specified metal industries |
| | *Machinery and computing equipment* |
| 310 | Engines and turbines |
| 311 | Farm machinery and equipment |
| 312 | Construction and material handling machines |
| 320 | Metalworking machinery |
| 321 | Office and accounting machines |
| 322 | Computers and related equipment |
| 331 | Machinery, except electrical, n.e.c. |
| 332 | Not specified machinery |
| | *Electrical machinery, equipment and supplies* |
| 340 | Household appliances |
| 341 | Radio, TV, and communication equipment |
| 342 | Electrical machinery, equipment and supplies, n.e.c. |
| 350 | Not specified electrical machinery, equipment and supplies |
| | *Transportation equipment* |
| 351 | Motor vehicles and motor vehicle equipment |
| 352 | Aircraft and parts |

| | |
|---|---|
| 360 | Ship and boat building and repairing |
| 361 | Railroad locomotives and equipment |
| 362 | Guided missiles, space vehicles, and parts |
| 370 | Cycles and miscellaneous transportation equipment |
| | *Professional and photographic equipment, and watches* |
| 371 | Scientific and controlling instruments |
| 372 | Medical, dental, and optical instruments and supplies |
| 380 | Photographic equipment and supplies |
| 381 | Watches, clock and clockwork operated devices |
| 390 | Toys, amusement and sporting goods |
| 391 | Miscellaneous manufacturing industries |
| 392 | Not specified manufacturing industries |

TRANSPORTATION, COMMUNICATIONS AND OTHER PUBLIC UTILITIES

| | |
|---|---|
| | *Transportation* |
| 400 | Railroads |
| 401 | Bus service and urban transit |
| 402 | Taxicab service |
| 410 | Trucking service |
| 411 | Warehousing and storage |
| 412 | U.S. Postal Service |
| 420 | Water transportation |
| 421 | Air transportation |
| 422 | Pipe lines, except natural gas |
| 432 | Services incidental to transportation |
| | *Communications* |
| 440 | Radio and television broadcasting and cable |
| 441 | Telephone communications |
| 442 | Telegraph and miscellaneous communication services |
| | *Utilities and sanitary services* |
| 450 | Electric light and power |
| 451 | Gas and steam supply systems |
| 452 | Electric and gas, and other combinations |
| 470 | Water supply and irrigation |
| 471 | Sanitary services |
| 472 | Not specified utilities |

WHOLESALE TRADE

| | |
|---|---|
| | Durable Goods |
| 500 | Motor vehicles and equipment |
| 501 | Furniture and home furnishings |
| 502 | Lumber and construction materials |
| 510 | Professional and commercial equipment and supplies |
| 511 | Metals and minerals, except petroleum |
| 512 | Electrical goods |
| 521 | Hardware, plumbing and heating supplies |
| 530 | Machinery, equipment and supplies |
| 531 | Scrap and waste materials |
| 532 | Miscellaneous wholesale, durable goods |
| | Nondurable Goods |
| 540 | Paper and paper products |
| 541 | Drugs, chemicals and allied products |
| 542 | Apparel, fabrics and notions |
| 550 | Groceries and related products |
| 551 | Farm-product raw materials |
| 552 | Petroleum products |
| 560 | Alcoholic beverages |
| 561 | Farm supplies |
| 562 | Miscellaneous wholesales, nondurable goods |

| | |
|---|---|
| 571 | Not specified wholesale trade |

RETAIL TRADE

| | |
|---|---|
| 580 | Lumber and building material retailing |
| 581 | Hardware stores |
| 582 | Retail nurseries and garden stores |
| 590 | Mobile home dealers |
| 591 | Department stores |
| 592 | Variety stores |
| 600 | Miscellaneous general merchandise stores |
| 601 | Grocery stores |
| 602 | Dairy products stores |
| 610 | Retail bakeries |
| 611 | Food stores, n.e.c. |
| 612 | Motor vehicle dealers |
| 620 | Auto and home supply stores |
| 621 | Gasoline service stations |
| 622 | Miscellaneous vehicle dealers |
| 623 | Apparel and accessory stores, except shoe |
| 630 | Shoe stores |
| 631 | Furniture and home furnishings stores |
| 632 | Household appliance stores |
| 633 | Radio, TV, and computer stores |
| 640 | Music stores |
| 641 | Eating and drinking places |
| 642 | Drug stores |
| 650 | Liquor stores |
| 651 | Sporting goods, bicycles and hobby stores |
| 652 | Book and stationery stores |
| 660 | Jewelry stores |
| 661 | Gift, novelty, and souvenir shops |
| 662 | Sewing, needlework and piece goods stores |
| 663 | Catalog and mail order houses |
| 670 | Vending machine operators |
| 671 | Direct selling establishments |
| 672 | Fuel dealers |
| 681 | Retail florists |
| 682 | Miscellaneous retail stores |
| 691 | Not specified retail trade |

FINANCE, INSURANCE AND REAL ESTATE

| | |
|---|---|
| 700 | Banking |
| 701 | Savings institutions, including credit unions |
| 702 | Credit agencies, n.e.c. |
| 710 | Security, commodity brokerage, and investment companies |
| 711 | Insurance |
| 712 | Real estate, including real estate-insurance offices |

BUSINESS AND REPAIR SERVICES

| | |
|---|---|
| 721 | Advertising |
| 722 | Services to dwellings and other buildings |
| 731 | Personnel supply services |
| 732 | Computer and data processing services |
| 740 | Detective and protective services |
| 741 | Business services, n.e.c. |
| 742 | Automotive rental and leasing, without divers |
| 750 | Automotive parking and carwashes |
| 751 | Automotive repair and related services |
| 752 | Electrical repair shops |

| | |
|---|---|
| 760 | Miscellaneous repair services |

PERSONAL SERVICES

| | |
|---|---|
| 761 | Private households |
| 762 | Hotel and motels |
| 770 | Lodging places, excepts hotels and motels |
| 771 | Laundry, cleaning and garment services |
| 772 | Beauty shops |
| 780 | Barber shops |
| 781 | Funeral service and crematories |
| 782 | Shoe repair shops |
| 790 | Dressmaking shops |
| 791 | Miscellaneous personal services |

ENTERTAINMENT AND RECREATION SERVICES

| | |
|---|---|
| 800 | Theaters and motion pictures |
| 801 | Video tape rental |
| 802 | Bowling centers |
| 810 | Miscellaneous entertainment and recreation services |

PROFESSIONAL AND RELATED SERVICES

| | |
|---|---|
| 812 | Offices and clinics of physicians |
| 820 | Offices and clinics of dentists |
| 821 | Offices and clinics of chiropractors |
| 822 | Offices and clinics of optometrists |
| 830 | Offices and clinics of health practitioners, n.e.c. |
| 831 | Hospitals |
| 832 | Nursing and personal care facilities |
| 840 | Health services, n.e.c. |
| 841 | Legal services |
| 842 | Elementary and secondary schools |
| 850 | Colleges and universities |
| 851 | Vocational schools |
| 852 | Libraries |
| 860 | Educational services, n.e.c. |
| 861 | Job training and vocational rehabilitation services |
| 862 | Child day care services |
| 863 | Family child care homes |
| 870 | Residential care facilities, without nursing |
| 871 | Social services, n.e.c. |
| 872 | Museums, art galleries, and zoos |
| 873 | Labor unions |
| 880 | Religious organizations |
| 881 | Membership organizations, n.e.c. |
| 882 | Engineering, architectural and surveying services |
| 890 | Accounting, auditing and bookkeeping services |
| 891 | Research, development, and testing services |
| 892 | Management and public relations services |
| 893 | Miscellaneous professional and related services |

PUBLIC ADMINISTRATION

| | |
|---|---|
| 900 | Executive and legislative offices |
| 901 | General government, n.e.c. |
| 910 | Justice, public order, safety |
| 921 | Public finance, taxation, and monetary policy |
| 922 | Administration of human resources programs |
| 930 | Administration of environmental quality and housing programs |
| 931 | Administration of economic programs |
| 932 | National security and international affairs |

ACTIVE DUTY MILITARY

*Armed Forces*

| | |
|---|---|
| 940 | Army |
| 941 | Air Forces |
| 942 | Navy |
| 950 | Marines |
| 951 | Coast Guard |
| 952 | Armed Forces, Branch not specified |
| 960 | Military Reserves or National Guard |

EXPERIENCED UNEMPLOYED NOT CLASSIFIED BY INDUSTRY

| | |
|---|---|
| 992 | Last worked 1984 or earlier |

FOR REFERENCE PURPOSES ONLY

*The Contractor further agrees that it shall employ trainees for training level jobs and it shall participate in on-the-job training programs other than apprenticeship programs which are approved by the Bureau and where required by law, the U.S. Department of Labor, Bureau of Apprenticeship and Training or the New York State Department of Labor.*

*The Contractor shall make a good faith effort to achieve the ratio of one (1) trainee to four (4) journey-level employees of each job group on each construction project.*

*The Bureau of Labor Services (BLS) has implemented a program to review a construction Contract for trainee compliance as per E.O. 50. The program requires that the Contractor submit a copy of the payroll records to BLS on a bi-weekly basis. This procedure will expedite the review process and reduce the time a department must hold onto a Contractor's payment.*

*"Trainee" means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program, other than an apprenticeship program, approved by BLS and, where required by law, the New York State Department of Labor and the United States Department of Labor, Bureau of Apprenticeship and Training.*

*The Contractor hall be considered to employ four (4) journey-level employees in a particular job group when he or she employs any number of journey-level employees in that craft whose aggregate work hours equal the number of hours four (4) full-time journey-level employees would have worked in a work week as defined by the prevailing practice in the industry for the particular craft, i.e., 40 hours, 37-1/2 hours, 35 hours, etc. For example, in a craft where there is a 40-hour work week, the employment of four (4) journey-level employees results in 160 hours of employment (4 X 40). Hence, any number of journey-level employees which results in 160 hours of work is considered for purpose of the training program to equal four (4) journey-level employees (e.g., three (3) journey-level employees who work 53-1/3 hours (3 X 53-1/3 = 160)..*

*The training requirement shall not apply to any trade in which the employment of four (4) or more journey-level employees and the trainee shall be for less than four (4) weeks; provided, that four (4) weeks shall mean four (4) weeks of full-time work as defined by the prevailing practice in the industry for the particular craft, e.g., 160 hours (4 weeks X 40 hours), 150 hours (4 weeks X 37-1/2 hours), 140 hours (4 weeks X 35 hours), etc.*

*The Contractor shall attempt to provide continuous employment for trainees after the completion of the Contract to enable them to complete their course of training.*

*Union Contractors shall refer, recommend and sponsor for union membership any of its trainees who can perform the duties of a qualified journey-level employee or who have successfully completed the training program. Such former trainees shall be paid full journey-level wages and fringe benefits, whether or not union membership is granted after such referral, recommendation or sponsorship, and the Contractor shall attempt to continue the employment of such persons.*

*In the event of a failure to provide training to the required number of trainees for the required number of weeks, the Contractor's compensation shall be decreased by an*

*amount equal to the wages and fringe benefits which would have been paid to the trainees had the number and duration of the positions been as required, unless the Contractor can demonstrate that it made a good faith effort to provide training and was unsuccessful. The wages and fringes deducted will be whatever a first-term trainee would receive under the "Schedule of Prevailing Rates and Supplemental Benefits" in effect at the time the trainees should have been employed. A good faith effort includes, but is not limited to:*

*(i)* *documented efforts to secure trainees from approved training programs;*

*(ii)* *documented outreach efforts to community and civil rights groups to identify candidates for training positions and sponsorship of those persons by the Contractor for entrance into an approved training program; and*

*(iii)* *written notification to BLS that the Contractor has been unable to secure trainees pursuant to subsections (i) and (ii) above and requesting BLS's assistance in securing trainees, provided neither the provisions of any collective bargaining agreement nor the refusal by a union with whom the Contractor has a collective bargaining agreement to recognize the validity of the training program shall excuse the Contractor's obligation to provide training pursuant to E.O. 50 and these regulations.*

**No Further Text on this Page.**

# SECTION G

# SUBCONTRACTOR APPROVAL REQUEST FORMS

# SUBCONTRACTOR APPROVAL FORM

Instructions for Agencies

The attached form is intended to assist agencies in the subcontractor approval process, provide uniformity in collecting the appropriate data, and address the requirements of LL129/MWBE. **Subcontractors should not start work until they have been granted final approval by the Agency**. *Subcontractors may be proposed at any time, but for construction/professional services contracts subject to LL 129, within 30 days of the notice to proceed, the prime contractor must identify those to which it intends to award construction/ professional services subcontracts valued < $1M (for work during the first year of such contract).*

SUBCONTRACTOR APPROVAL PROCESS

**Step 1** – Prior to giving the form to the prime contractor, the Agency ("you") should fill in all of the contract-specific information on the Subcontractor Approval Form. You should then forward a copy of the form with that information to the prime contractor.

**Step 2** – Instruct the prime contractor to fill out one Form for each subcontractor, and to return a signed and dated copy of the Form to the designated agency representative.

**Step 3** – At this point you may grant or deny preliminary approval. If granted, you should request additional information by checking the appropriate boxes to ensure compliance with contact requirements, as follows:

1. VENDEX: Check the box if VENDEX Vendor and Principal Questionnaires are required, i.e., where the subcontract dollar amount is ≥ $100,000 or where the subcontractor's aggregate business with the City is ≥ $100,000 during the preceding twelve months.
2. Employment Report: Check the box if a DLS Employment Report (or certificate) is required, i.e., for construction, subcontracts > $750,000 (or if federally funded in whole/part > $10,000), and for non-construction goods/services, subcontracts > $100,000.
3. References: If VENDEX shows performance evaluations on file for similar work by the proposed subcontractor, references are not required. Check the box to require references if the proposed subcontractor has no prior record of work with the City. In such instances, prime contractors should submit references for the subcontractor's performance on three completed comparable projects. References shall include a full description/location of each project, scope of work, dollar value, and the names and phone numbers of owners, architect or engineer who supervised the work.
4. PLA: Check the box for contracts under a Project Labor Agreement (PLA) which require the subcontractor to provide a signed Letter of Assent.
5. Apprenticeship: Check the box for contracts where an apprenticeship program is required, i.e., construction contracts > $3M in value, or > $1M in value with respect to projects > $5M in value.
6. Required Licenses: Check the box if the nature of the subcontract requires the subcontractor to be licensed and you are required to review those licenses.

Return the form to the Prime Contractor with the Page 2 (instructions) attached.

**Step 4** – Prime Contractor returns the form with all of the appropriate documentation attached.

**Step 5** – You then complete your review of the submission within a reasonable time, notifying the contractor by returning a signed and dated copy indicating whether agency approval is granted or denied.

**Step 6** – Enter data for all approved subcontracts into FMS. In order to do so, you must determine the specific industry of the subcontract. If you need assistance, please see the information posted on the ACCO Portal (http://egov.nycnet/acco/login.asp) or contact MOCS. Additionally, be aware that some

subcontractors may already have FMS Vendor Numbers, while some are new. If the approved subcontractor does not have an FMS Vendor Number, you must create one for them at this time, but you should take care not to create duplicate Vendor Numbers.

LL129/MWBE

Agencies must also identify construction and professional service contracts that have subcontracting goals per Local Law 129 of 2005. Each contractor who is required to meet such goals, as detailed in the utilization plan submitted with the original bid or proposal, must submit a list of vendors to which it intends to award construction and/or professional Services subcontracts for amounts under $1 million within 30 days of notice to proceed. In the case of multi-year contracts, the contractor is required to submit the form within 30 days of the notice to proceed and every 12 months thereafter for the duration of the contract.

The agency should instruct the prime contractor to provide:

1 All requested identifying information about the subcontractor.

2 A specific subcontract description. This information is needed to determine if the proposed subcontractor is performing work that falls within the "construction" and/or "professional services" definitions under LL129. Complete descriptions of the subcontractor's work on the project assist the agency with compliance reporting.

3 An approximate subcontract value. This information is needed to determine what percentage of the contract is being subcontracted and what proportion of that is going to MWBE firms.

4 An indication of the status of the subcontractor's certification by DSBS (for the M/WBE, EBE and LBE programs). M/WBE, EBE and LBE firms must be certified by DSBS in order to be counted by the agency toward goals. Prime contractors must indicate the certification status of the proposed subcontractor. If "Application Pending" or "Intends to Apply" are checked by the prime contractor, the agency should contact DSBS to determine if the subcontractor can be approved.

After completing the approval process and entering the data into FMS, the agency should periodically use FMS reports to track the prime contractor's compliance with M/WBE goals.

# CITY OF NEW YORK
# SUBCONTRACTOR APPROVAL FORM

Column on left indicates whom that section is to be completed by.

AGENCY

## PRIME CONTRACT INFORMATION

| | |
|---|---|
| **Agency:** | **Unit/Div:** |
| FMS Contract No.: | PIN: |
| Contract Value: $ | Registration Date: |
| Contract Description: | |
| **Contract Subject to a Project Labor Agreement (PLA)** ☐ | |

## PRIME CONTRACTOR IDENTIFICATION

| | | |
|---|---|---|
| Name: | | |
| Phone: | Fax: | |
| Address: | City: | State/Zip: |
| EIN/SSN: | E-Mail: | |

PRIME CONTACTOR

## SUBCONTRACTOR INFORMATION

| | | |
|---|---|---|
| Name: | | |
| Phone: | Fax: | |
| Address: | City: | State/Zip: |
| EIN/SSN: | E-Mail: | |
| Subcontract Description: | | |
| Approx Subcontract Value: $ | Approx Start Date __/__/__ | Approx End Date __/__/__ |

**Subcontractor Signed Letter of Assent** ☐ **(If Prime Contract is subject to a Project Labor Agreement)**

**Subcontractor is DSBS-certified as: M/WBE** ☐ **EBE** ☐ **or LBE** ☐ **(check all that apply & note status below)**

| | | | |
|---|---|---|---|
| YES ☐ | Application Pending ☐ | Intends to Apply ☐ | NO ☐ |

**Subcontractor Prevailing Wage or Living Wage Statement (if applicable)** ☐

**Prime Contractor Certification:** I hereby affirm that the information supplied is true and correct.

Signature _____ Title _____

Print Name _____ Date _____

AGENCY

## AGENCY PRELIMINARY REVIEW

PLEASE SEE PAGE 2 FOR INSTRUCTIONS

Agency Preliminary Review Completed By: _____ Date _____

| | | | | | |
|---|---|---|---|---|---|
| 1. VENDEX ☐ | 2. Employment ☐ | 3. References ☐ | 4. PLA ☐ | 5. Apprenticeship ☐ | 6. Licenses ☐ |

PRIME CONTACTOR

## PRIME CONTRACTOR RESPONSE

For each of the boxes checked in the agency preliminary response above, I have informed the Subcontractor of all relevant requirements and provided all requested documentation.

Initials: _____ Date _____

AGENCY

## AGENCY FINAL RESPONSE

Final Agency Approval: Granted ☐ Denied ☐

Signature: Date _____

# CITY OF NEW YORK
# SUBCONTRACTOR APPROVAL FORM



## Prime Vendor Preliminary Review Follow-up Instructions

After completing the Preliminary Review, the agency will mark, on Page 1, the box for any item requiring follow-up and return the form the to the Prime Vendor. The Prime Vendor should follow the instructions below for each of the boxes checked in the Agency Preliminary Review on Page 1, and return the form to the agency with any required documentation.

1. VENDEX

   If Box 1 (VENDEX) is checked, the agency has granted preliminary approval, and determined that the subcontractor is required to file VENDEX Questionnaires with the Mayor's Office of Contract Services. A VENDEX Vendor Questionnaire and Principal Questionnaire must be filed where the subcontract dollar amount is ≥ $100,000 or where the aggregate business with the City is ≥ $100,000 during the preceding twelve months. The VENDEX Questionnaires and Guide can be downloaded from http://www.nyc.gov/html/selltonyc/html/tocvendex.html.

2. Employment

   If Box 2 (Employment) is checked, the subcontractor must complete a Division of Labor Services (DLS) Construction Employment Report. A subcontractor selected to perform work on a construction project funded or assisted by the City of New York must complete a DLS Construction Employment Report if the subcontract dollar amount > $750,000. For construction projects funded in whole or in part by the federal government, a DLS Construction Employment Report must be completed if the proposed subcontract value > $10,000. For non-construction goods/services subcontracts > $100,000, employment reports are required for any subcontractor with > 50 employees, and a certificate is required for those with fewer employees.

3. References

   If Box 3 (References) is checked, you as the prime contractor must provide references with respect to the subcontractor's ability to perform, consisting of a list of three completed comparable projects. References shall include a full description/location of each project, scope of work, value of project, and the names and phone numbers of owners, architect or engineer who supervised the work. Please attach your documentation to your response.

4. PLA

   If Box 4 (PLA) is checked, you as the prime contractor must obtain signed Letter of Assent from the subcontractor which demonstrates that the subcontractor agrees to the terms of the PLA. Please attach the subcontractor's signed Letter of Assent to your response.

5. Apprenticeship

   If Box 5 (Apprenticeship) is checked, you as the prime contractor must provide the agency with proof that the subcontractor maintains an apprenticeship agreement appropriate for the scope of work to be performed, that the apprenticeship agreement has been registered with and approved by the New York State Commission of Labor, and that the program has three years of current, successful experience in providing career opportunities.

6. Licenses

   If Box 6 (Licenses) is checked, you as the prime contractor must document that the subcontractor has all required licenses. Please attach your documentation to your response.

CITY OF NEW YORK

# SUBCONTRACTOR PROFILE FORM

## TO BE COMPLETED BY SUBCONTRACTOR

INSTRUCTIONS TO PRIME CONTRACTOR

A Subcontractor Profile Form must be completed by EACH subcontractor that will perform on the contract. Make additional copies of this form as needed.

| PRIME CONTRACTOR NAME | ☐ EIN # ☐ SSN |
|---|---|
| DEP CONTRACT # | REGISTRATION # |

| SUBCONTRACTOR NAME | ☐ EIN # ☐ SSN |
|---|---|

SUBCONTRACTOR BUSINESS ADDRESS

Number Street Borough/City State Zip

SUBCONTRACTOR BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

Number Street Borough/City State Zip

SUBCONTRACTOR TELEPHONE ( ) _____

SUBCONTRACTOR AMOUNT $ _____

DESCRIPTION OF SUBCONTRACT AND LOCATION

FORM COMPLETED BY

Name (PRINT) of Subcontractor's Representative Title

Signature Date

# PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

ROCKAWAY BEACH BLVD. CONSTRUCTION CO LLC

190 BEACH 68TH STREET, ARVERNE, NEW YORK 11692

hereinafter referred to as the "Principal" and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

600 RED BROOK BOULEVARD, 4TH FLOOR, OWINGS MILLS, MARYLAND 21117

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

FIVE MILLION AND NO/100 DOLLARS

$ 5,000,000.00

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for:

NEW YORK CITY HOUSING REHABILITATION PROGRAM HRP - JOC 7

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

# PAYMENT BOND

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any Contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project, and

b) Materials and supplies (whether incorporated in the permanent (construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be null and void; otherwise to remain in full force and effect. This bond is subject to the following additional conditions, limitations and agreements:

c) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.

d) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

e) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or otherwise, obtained against either or both of them by a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

f) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

# PAYMENT BOND

g) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself/herself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, MATERIALMAN and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

# PAYMENT BOND

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 16TH day of JULY, 2013.

(SEAL) ROCKAWAY BEACH BLVD. CONSTRUCTION CO LLC (L.S.)
Principal

By: _____

(SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By: _____
DENNIS M. O'BRIEN- ATTORNEY-IN-FACT

(SEAL) _____
Surety

By: _____

(SEAL) _____
Surety

By: _____

(SEAL) _____
Surety

By: _____

BOND PREMIUM RATE: $13.00/Thousand

BOND PREMIUM COST: $65,000.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

# PAYMENT BOND

## ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____

before me personally came _____

to me known, who, affirms or being by me duly sworn did depose and say that he/she resides

at _____

_____

that he/she is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

## ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of New York County of Queens ss.:

On this 17th day of July, 2013

before me personally appeared Gerard Romsico

to me known and known to me to be one of the members of the firm

of: Rockaway Beach Blvd. Const Co. LLC

described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

MAIKO SAKURAI
NOTARY PUBLIC, State of New York
No. 01SA6231237
Qualified in Queens County
Commission Expires November 22, 2014

# PAYMENT BOND

## ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of_____ County of _____SS.:

On this _____ day of _____ , _____

before me personally appeared _____ me known and known to me to be the

person described in and who executed the foregoing instrument and acknowledged that he/she executed

the same.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by:

a) appropriate acknowledgments of the respective parties;

b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety;

c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and

d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

**********

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

(Acknowledgement by Surety Company)

STATE OF: NEW YORK }
COUNTY OF WESTCHESTER }

On this 16TH day of JULY 2013 ..., before me personally came .....DENNIS M. O'BRIEN .....to me known who being duly sworn, did depose and say; that he/she resides in ..... NORTH MERRICK, NEW YORK .....; that he/she is the ATTORNEY-IN-FACT. of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....
Notary Public County

**CAROL J. BIRCH**
**Notary Public, State of New York**
**No. 01B16135954**
**Qualified in Westchester**
**Commission Expires October 31, 2013**

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2012

**ASSETS**

| | |
|---|---|
| Bonds | $ 157,177,826 |
| Stocks | 23,000,311 |
| Cash and Short Term Investments | 119,155 |
| Reinsurance Recoverable | 17,923,564 |
| Other Accounts Receivable | 35,473,256 |
| TOTAL ADMITTED ASSETS | $ 233,694,113 |

**LIABILITIES, SURPLUS AND OTHER FUNDS**

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 74,782 |
| Ceded Reinsurance Premiums Payable | | 48,323,524 |
| Securities Lending Collateral Liability | | 1,716,240 |
| TOTAL LIABILITIES | | $ 50,114,546 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 178,579,567 | |
| Surplus as regards Policyholders | | 183,579,567 |
| TOTAL | | $ 233,694,113 |

Securities carried at $59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $243,518,971 and surplus as regards policyholders $193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

*Notary Public*

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

Bond Number: 09133283

Obligee: THE CITY OF NEW YORK

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Dennis M. O'Brien**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of May, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Gerald F. Haley
*Assistant Secretary*
*Gerald F. Haley*

Geoffrey Delisio
*Vice President*
*Geoffrey Delisio*

**State of Maryland**
**County of Baltimore**

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

# Performance Bond $5 Million Or Less (SBA Approved)



## PERFORMANCE BOND

**KNOW ALL PEOPLE BY THESE PRESENTS:,**
That we,

ROCKAWAY BEACH BLVD. CONSTRUCTION CO LLC

190 BEACH 68TH STREET, ARVERNE, NEW YORK 11692

hereinafter referred to as the "Principal,"
and,

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

600 RED BROOK BOULEVARD, 4TH FLOOR, OWINGS MILLS, MARYLAND 21117

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

FIVE MILLION AND NO/100 DOLLARS

($ 5,000,000.00 ) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** The Principal is about to enter, or has entered, into a Contract in writing with the City for

NEW YORK CITY HOUSING REHABILITATION PROGRAM - HRP - JOC 7

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

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

**IN WITNESS WHEREOF,** The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

# Performance Bond $5 Million Or Less (SBA Approved)



16TH day of JULY 20 13.

(Seal)

ROCKAWAY BEACH BLVD. CONSTRUCTION CO LLC (L.S.)
Principal

(Seal)

By _____.

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____.

(Seal)

DENNIS M. O'BRIEN-ATTORNEY-IN-FACT
Surety

By _____.

(Seal)

_____.
Surety

By _____.

(Seal)

_____.
Surety

By _____.

(Seal)

_____.
Surety

By _____.

Bond Premium Rate $13.00/Thousand.

Bond Premium Cost $65,000.00.

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

## ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____; that he/she is the _____ of ___ the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

## ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of New York County of Queens ss:

On this 17th day of July 20 13 before me personally came Gerard Rowe to me known, who, being by me duly sworn did depose and say that he/she resides at 8 Brentwood ct Mt. Kisco NY 10549 Rockaway Beach Realty Corp a limited/general partnership existing under the laws of the State of Co LLC, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

MAIKO SAKURAI
NOTARY PUBLIC, State of New York
No. 01SA6231237
Qualified in Queens County
Commission Expires November 22, 2014

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____
to me known, who, being by me duly sworn did depose and say that he/she resides
at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

(Acknowledgement by Surety Company)

STATE OF: NEW YORK }
COUNTY OF WESTCHESTER }

On this 16TH day of JULY 2013 ..., before me personally came .....DENNIS M. O'BRIEN .....to me known who being duly sworn, did depose and say; that he/she resides in ..... NORTH MERRICK, NEW YORK .....; that he/she is the.ATTORNEY-IN-FACT. of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Carol J. Birch
.....
Notary Public County

**CAROL J. BIRCH**
**Notary Public, State of New York**
**No. 01B16135954**
**Qualified in Westchester**
**Commission Expires October 31, 2013**

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2012

**ASSETS**

| | |
|---|---|
| Bonds | $ 157,177,826 |
| Stocks | 23,000,311 |
| Cash and Short Term Investments | 119,155 |
| Reinsurance Recoverable | 17,923,564 |
| Other Accounts Receivable | 35,473,256 |
| TOTAL ADMITTED ASSETS | $ 233,694,113 |

**LIABILITIES, SURPLUS AND OTHER FUNDS**

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 74,782 |
| Ceded Reinsurance Premiums Payable | | 48,323,524 |
| Securities Lending Collateral Liability | | 1,716,240 |
| TOTAL LIABILITIES | | $ 50,114,546 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 178,579,567 | |
| Surplus as regards Policyholders | | 183,579,567 |
| TOTAL | | $ 233,694,113 |

Securities carried at $59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $243,518,971 and surplus as regards policyholders $193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

*Notary Public*

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

Bond Number: 09133283

Obligee: THE CITY OF NEW YORK

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Dennis M. O'Brien**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of May, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Gerald F. Haley
*Assistant Secretary*
*Gerald F. Haley*

Geoffrey Delisio
*Vice President*
*Geoffrey Delisio*

**State of Maryland**
**County of Baltimore**

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

SCHEDULE A

GENERAL CONDITIONS TO

NYC HOUSES REHABILITATION PROGRAM CONTRACT

(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

| | |
|---|---|
| CONTRACT VALUE | Requirements contract not to exceed $30,000,000 |
| INFORMATION FOR BIDDERS<br><br>Bid Bond | $1,500,000 |
| ADDRESS FOR NOTICES TO BE SENT TO THE DEPARTMENT<br><br>All notices sent to the Department pursuant to this Contract shall be addressed to the address to the right. | Agency Chief Contracting Officer<br>Department of Environmental Protection<br>59-17 Junction Blvd<br>Flushing, New York 11373 |
| CONTRACT ARTICLE 3.<br>LOCATION OF THE WORK<br><br>Work shall be assigned to the Contractor on Dwellings located in the region indicated to the right. Work may be assigned to the Contractor in additional regions. | Region 7<br><br>[To be filled in by DEP.] |
| CONTRACT ARTICLE 3.<br>TERM | The date of registration pursuant to Charter section 328 through May 31, 2015 |
| CONTRACT ARTICLES 3B, 15, 17 & 24.<br>LIQUIDATED DAMAGES<br><br>(a) If the Contractor fails to complete the Detailed Scope of Work for a Job Order within the Job Order Completion Time plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to | (a) $500 for each consecutive calendar day over Job Order Completion Time |

| | |
|---|---|
| the City the amount indicated to the right.<br><br>(b) If the Contractor fails to list a Subcontractor and/or to report Subcontractor payments beyond the time frames set forth herein or in the notice from the City, the Contractor shall pay the City the amount indicated to the right.<br><br>(c) If the Contractor fails to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice of Joint Scope Meeting, Contractor shall pay the amount indicated to the right.<br><br>(d) If the Contractor fails to arrive at the appointment to review maintenance and guaranty Work within 30 minutes of the scheduled time, Contractor shall pay the amount indicated to the right. | (b) $100 per day for each day beyond the time frames set forth herein or in the notice from the City.<br><br>(c) $500 for arriving late or not attending the Joint Scope Meeting.<br><br>(d) $500 for arriving late or not attending the appointment to review maintenance and guaranty Work. |
| ARTICLE 20<br>PERFORMANCE AND PAYMENT BONDS | **Contractor shall obtain performance and payment bonds for not less than $5,000,000 and shall adjust the amount of the bonds in increments of $5,000,000—on its own action or at the direction of the City—as the value of the Work is increased so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job Orders assigned to the Contractor.** |
| CONTRACT ARTICLE 22.<br><br>(Per Directions Below) | |
| CONTRACT ARTICLE 24.<br>MAINTENANCE & GUARANTY PERIOD | 1 Year after Final Acceptance of the Contractor's final Job Order |
| CONTRACT ARTICLE 24.<br>SECURITY FOR MAINTENANCE & GUARANTY<br><br>As security for the faithful performance of its obligations, the Contractor, upon filing its Job Order Request, the City shall withhold a sum equal to the percentage of the Job Order price indicated to the right. | 1% of the value of the Job Order certified for payment in all Job Order Requests. |

| CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR | |
|---|---|
| Pursuant to Article 75, for each satisfactorily completed Job Order, the Contractor shall be paid the sum of the Unit Prices multiplied by the Unit Price Adjustment Factor plus the Non-Prepriced Items multiplied by the Adjustment Factor for Non-Prepriced Items. | 1.6225 Unit Price Adjustment Factor<br><br>1.3000 Adjustment Factor for Non-Prepriced Items<br><br>[To be filled in by DEP based on the winning bid.] |

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in 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 | $5,000,000 per occurrence<br><br>$10,000,000 per project aggregate applicable to this Contract<br><br>$10,000,000 completed operations (required for three years after Final Completion of Contractor's last Job Order)<br><br>Additional Insureds:<br>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<br><br>2. all Homeowners. |
| ■ Workers' Compensation Art. 22.1.2<br>■ Disability Benefits Insurance Art. 22.1.2<br>■ Employers' Liability Art. 22.1.2 | Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.<br><br>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 (4) 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. |
| ■ Commercial Auto Liability Art. 22.1.3 | $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. 22.1.4 | $3,000,000 per occurrence<br><br>$3,000,000 aggregate<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br><br>2. all Homeowners. |

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

## PART III. BROKER'S CERTIFICATION

[Note to Contracting Agency: Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

### CERTIFICATION BY BROKER

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

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Email address of broker (typewritten)]

_____
[Phone number/Fax number of broker (typewritten)]

_____
[Signature of authorized official or broker]

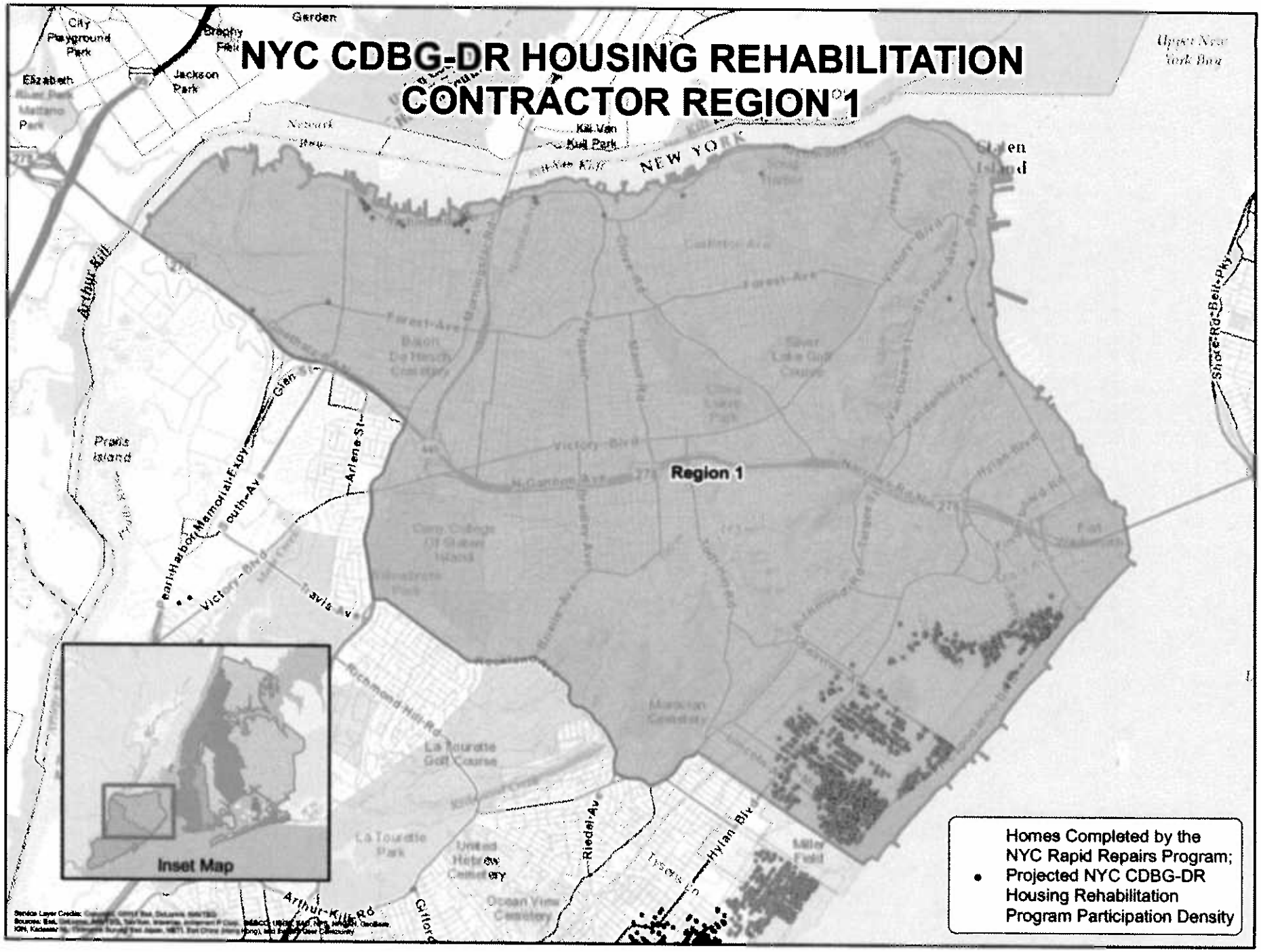
_____
[Name and title of authorized official (typewritten)]

State of .....)
) ss.:
County of .....)

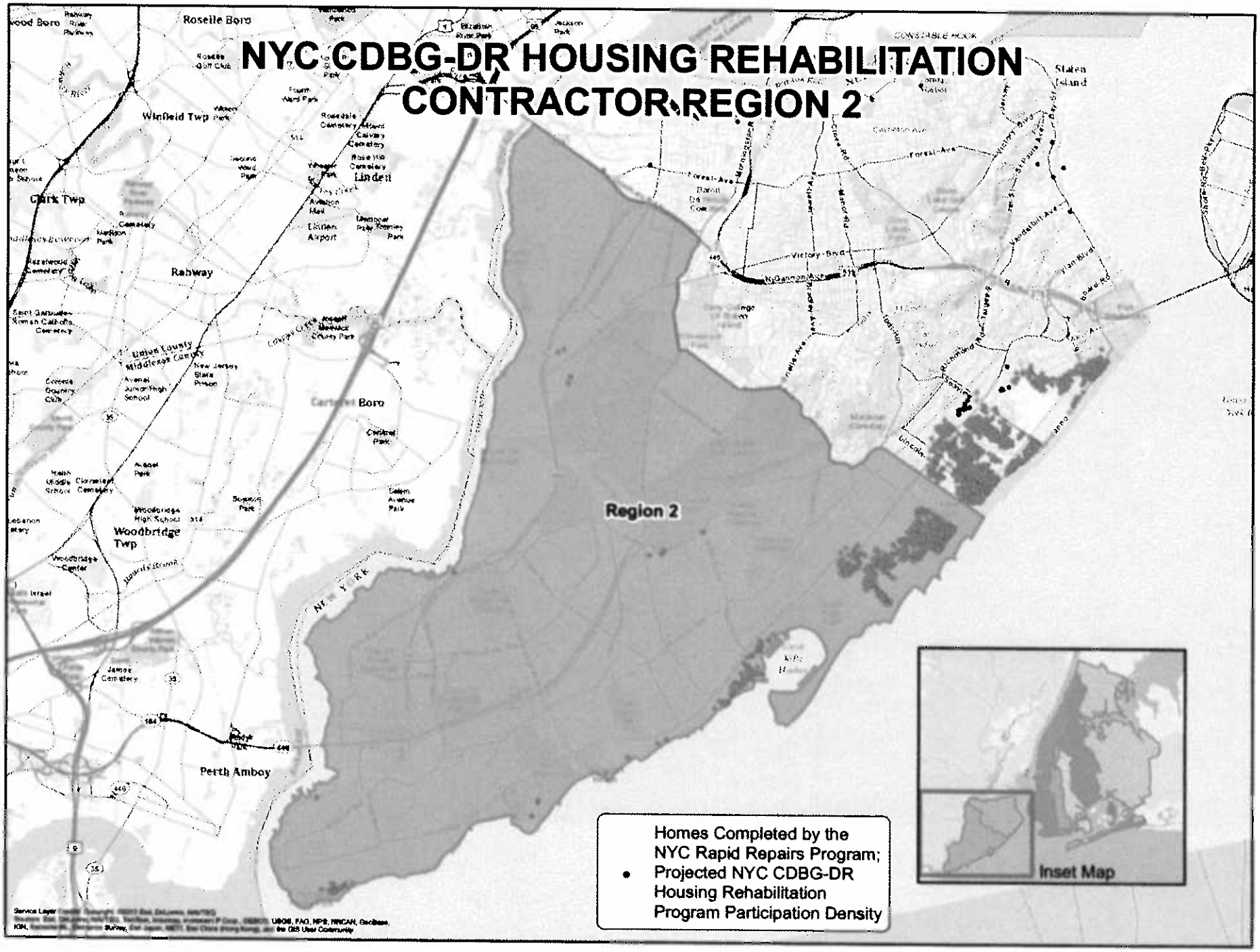
Sworn to before me this _____ day of _____ 20___

_____
NOTARY PUBLIC FOR THE STATE OF _____

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 1



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 2



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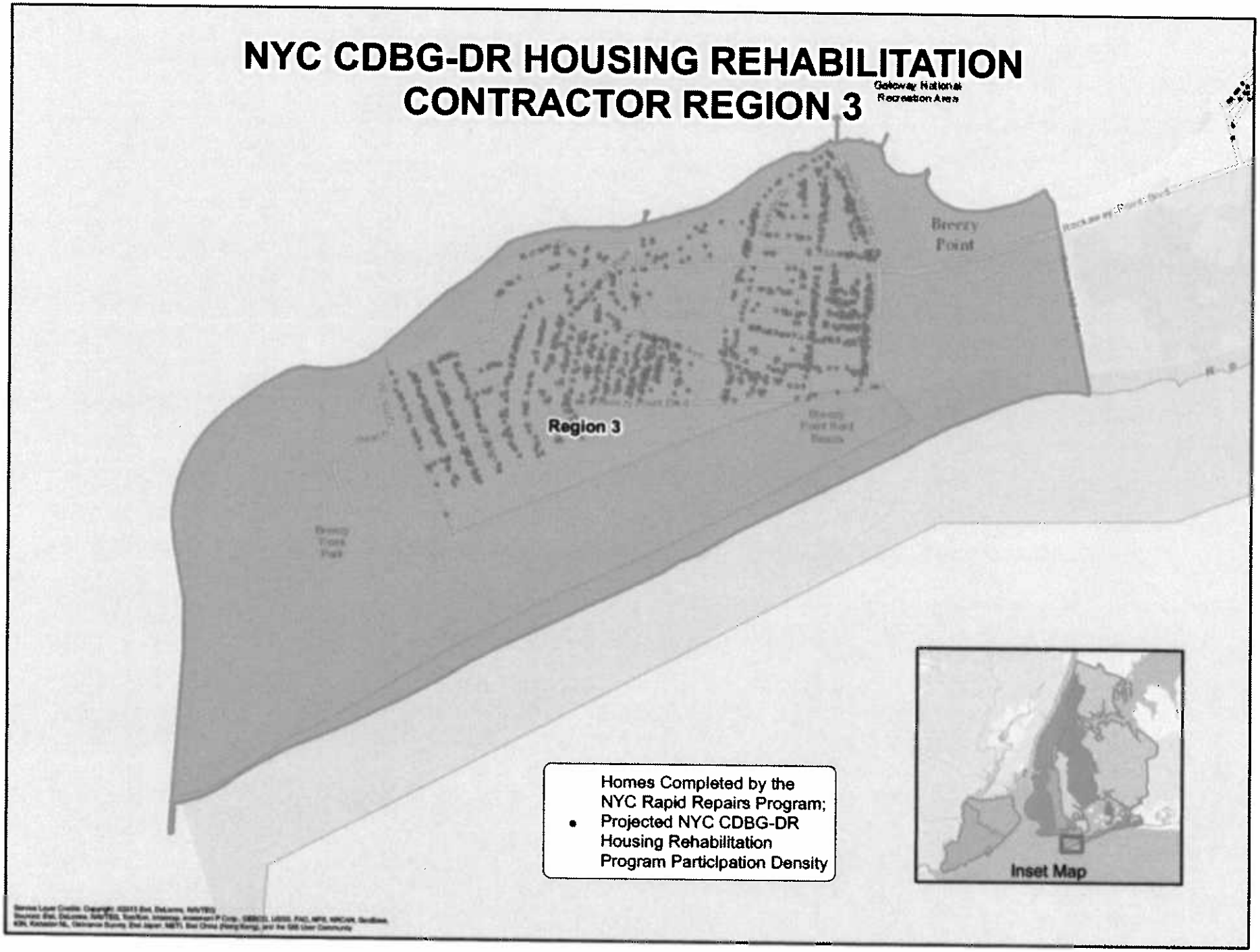
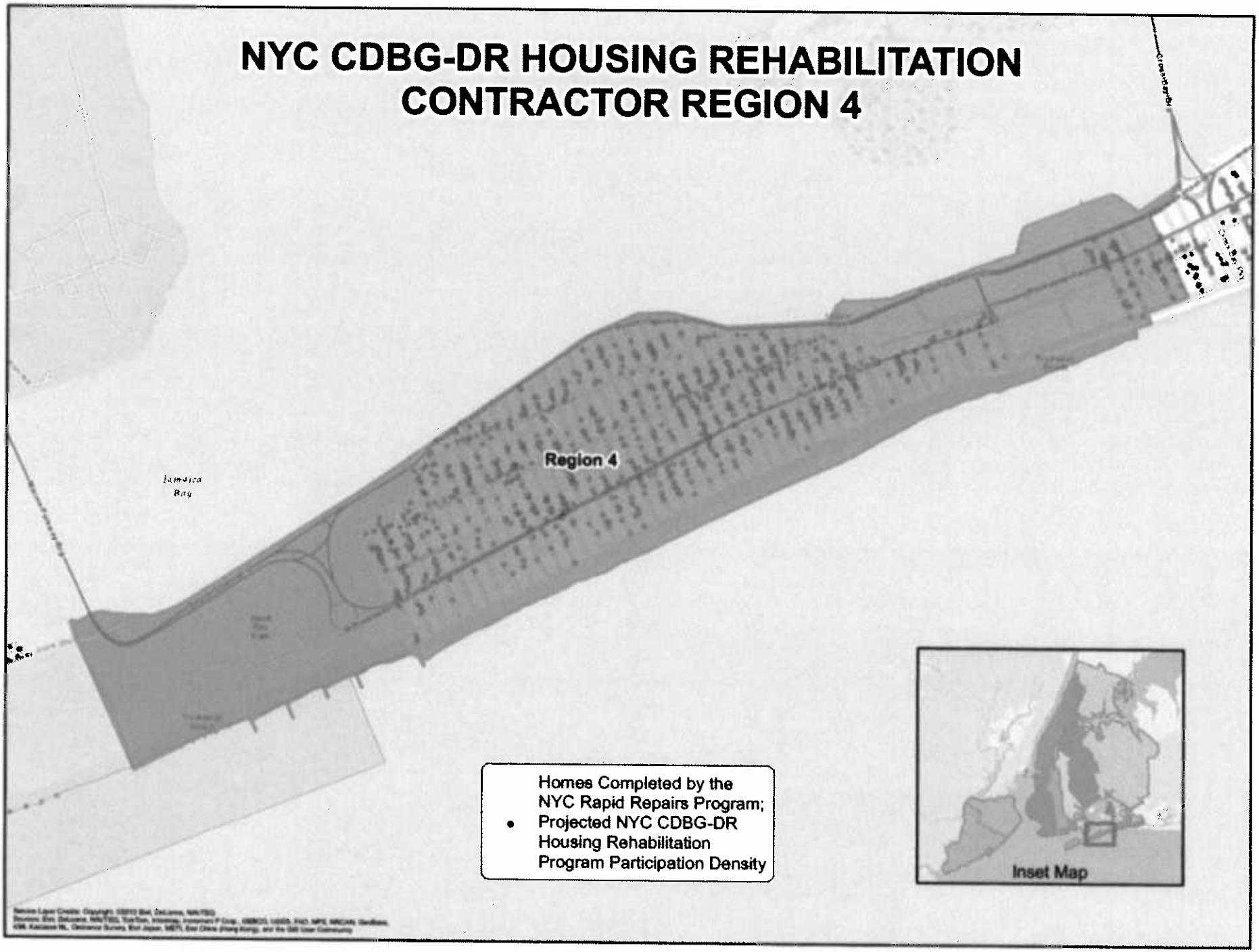


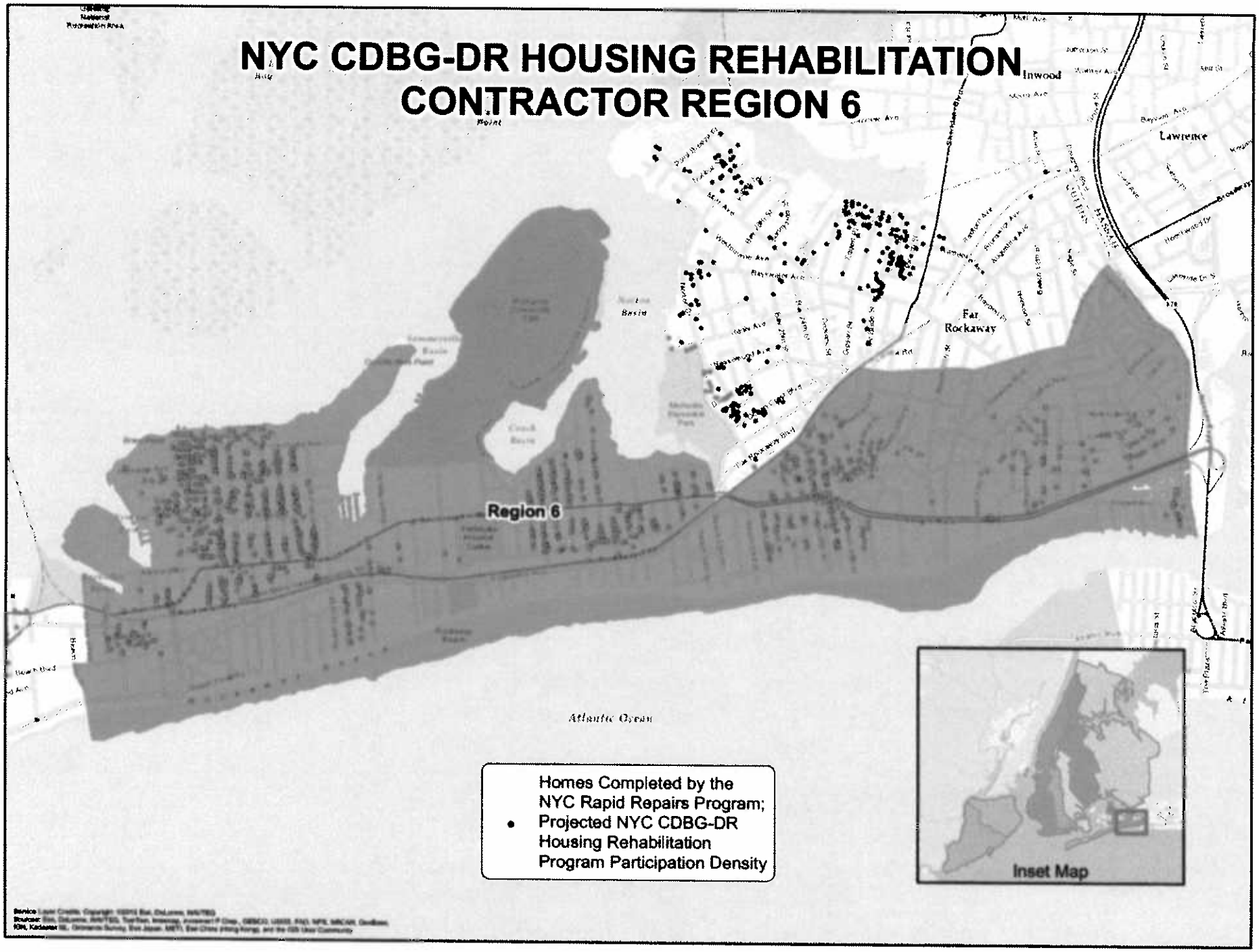
# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 4



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 5

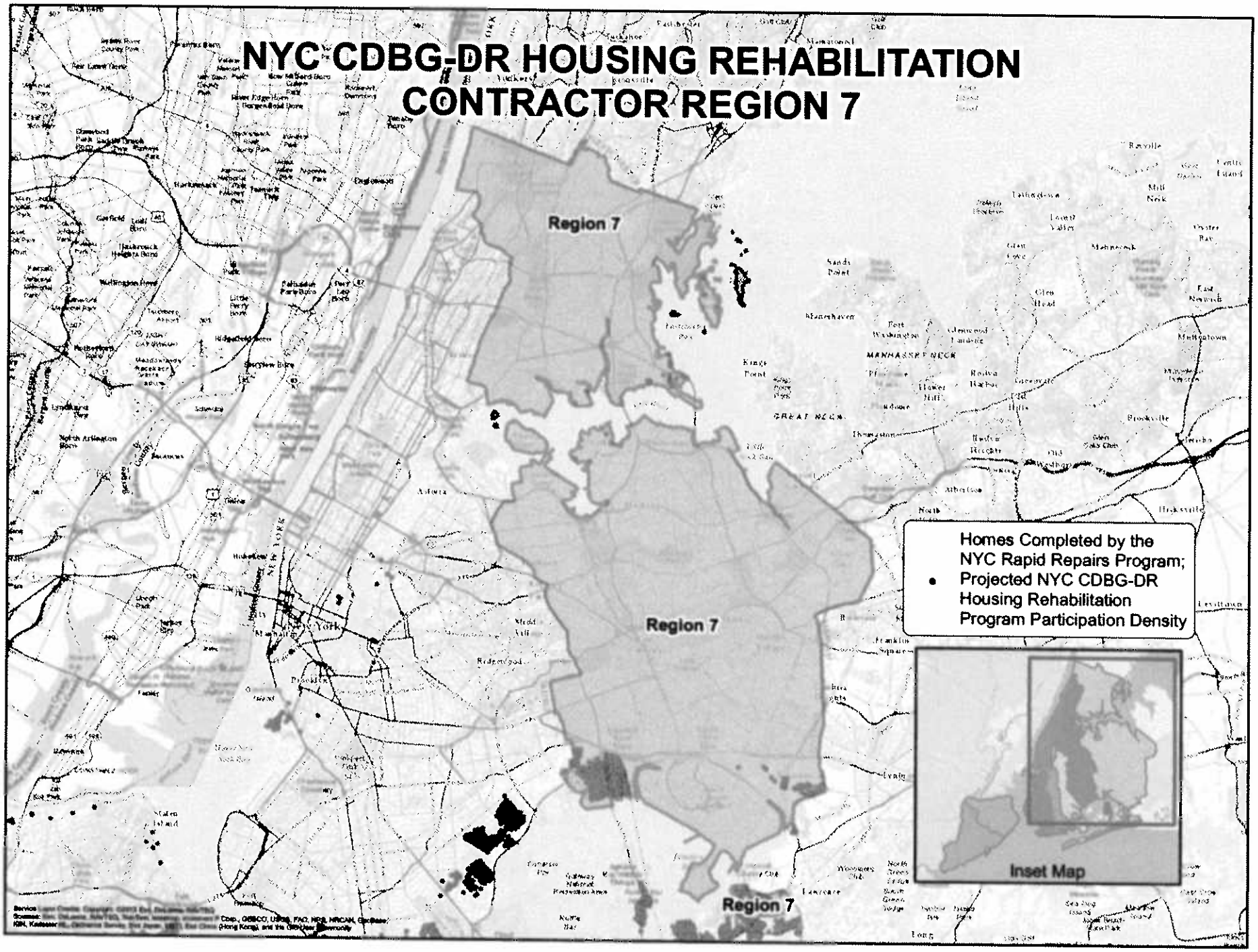
Homes Completed by the NYC Rapid Repairs Program; Projected NYC CDBG-DR Housing Rehabilitation Program Participation Density

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 6

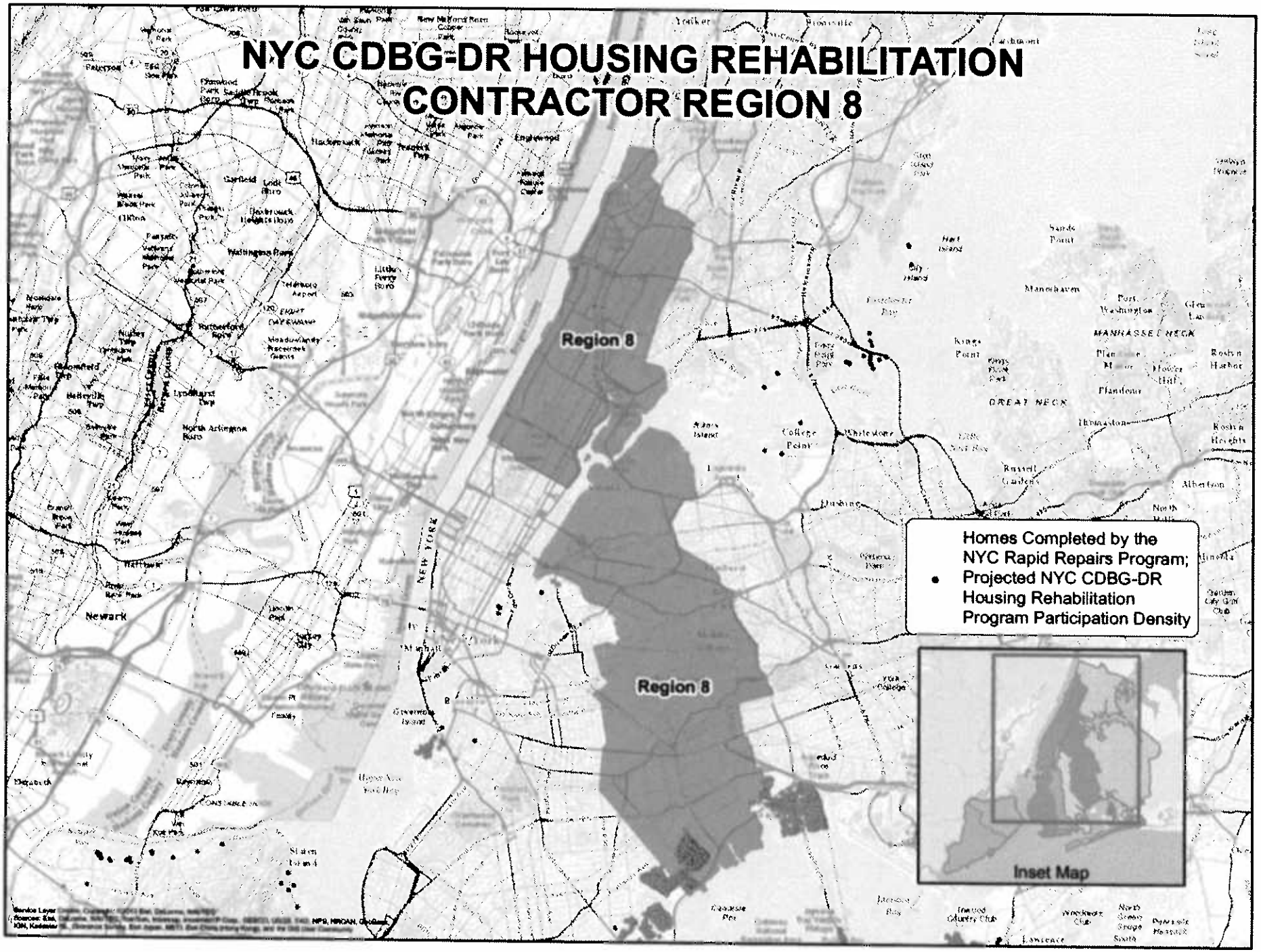



• Homes Completed by the NYC Rapid Repairs Program; Projected NYC CDBG-DR Housing Rehabilitation Program Participation Density

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 7

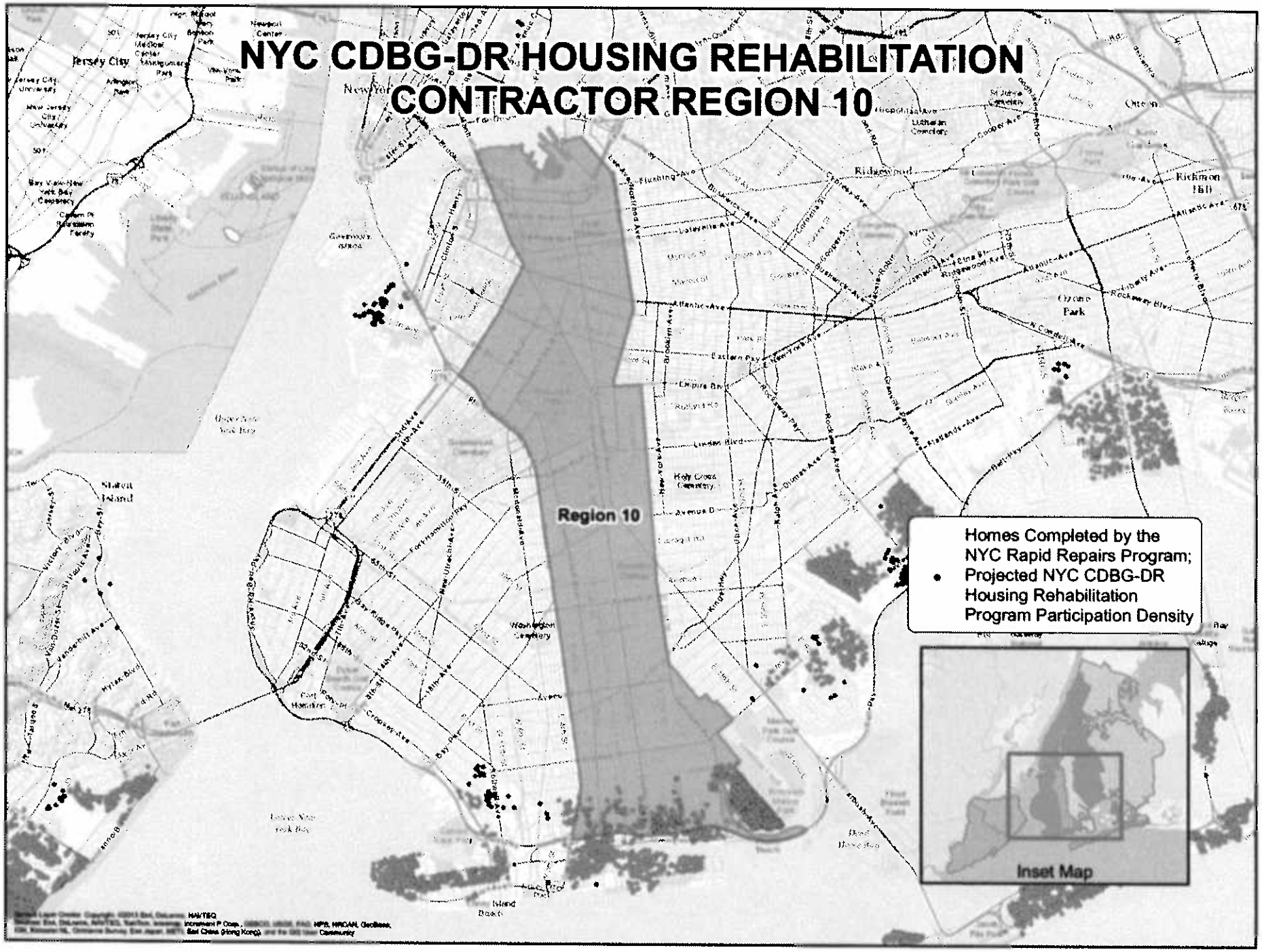


# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 8

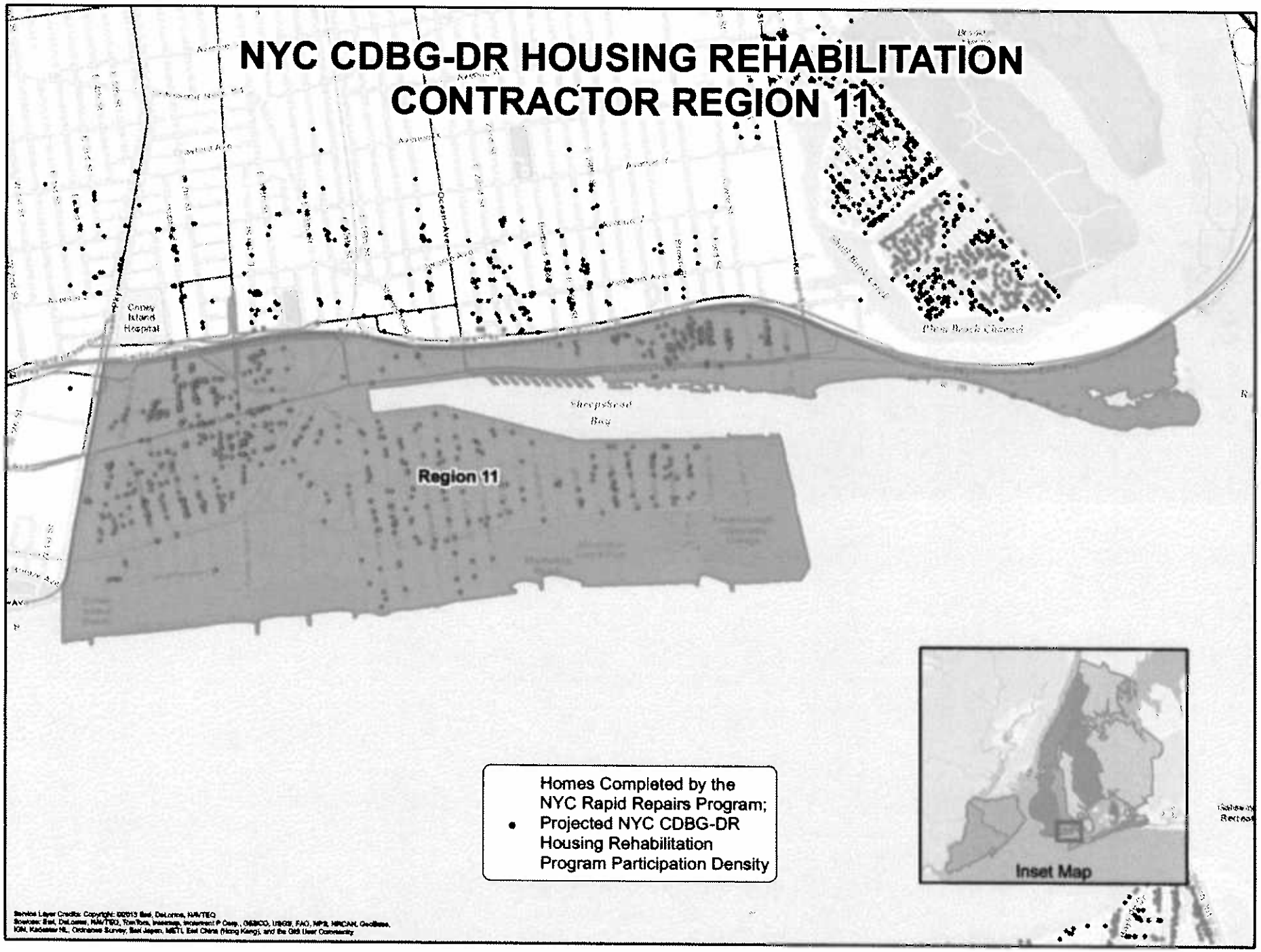


# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 9

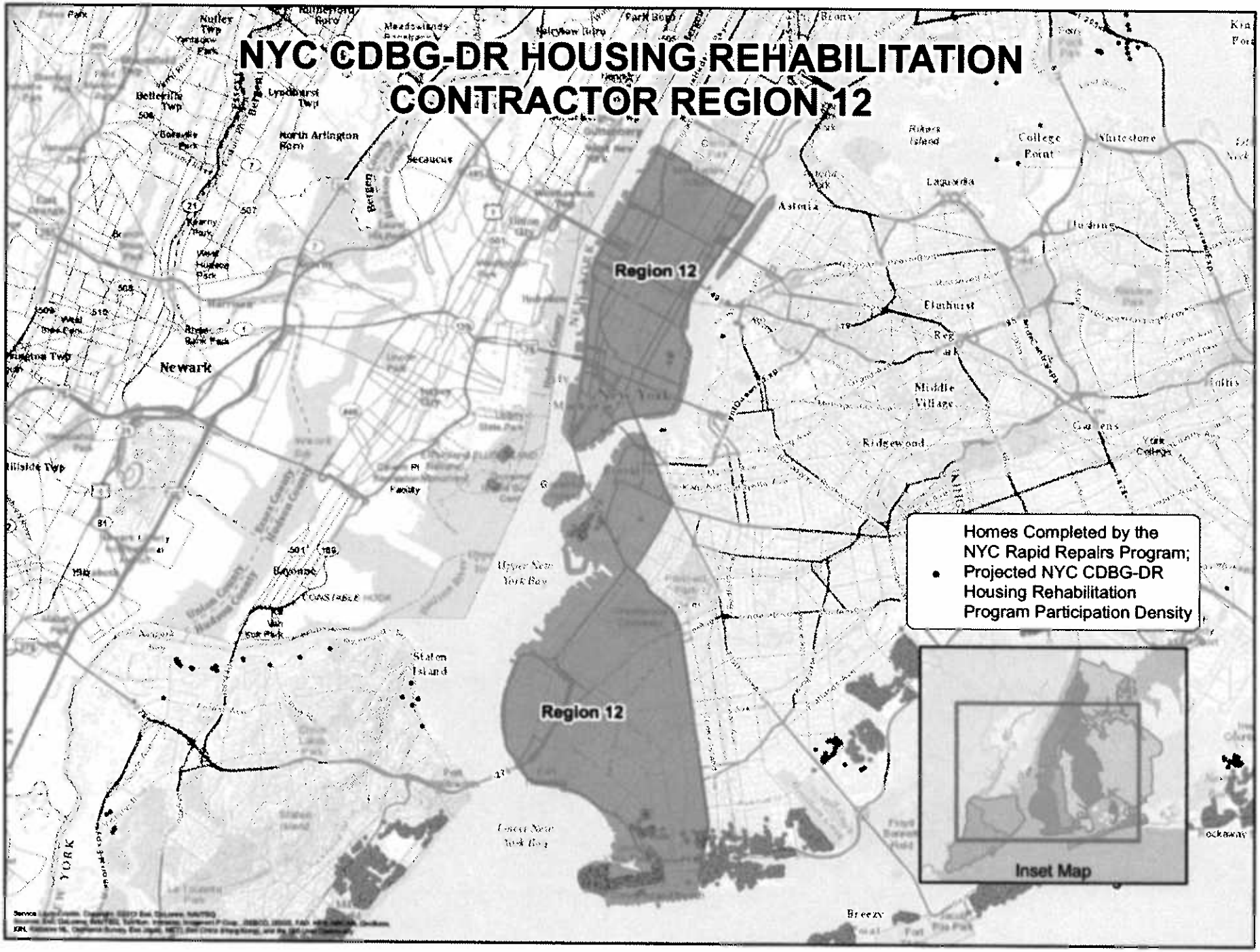
# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 10



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 11



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 12



# SECTION J

## SCHEDULE B – SUBCONTRACTOR UTILIZATION PLAN

# NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

## ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.**

**The Contractor must comply with all applicable M/WBE requirements for this Contract.**

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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 AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The **"Target Subcontracting Percentage"** is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under $1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at awasserman@dep.nyc.gov or via facsimile at (718) 595-3221. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).
The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under $1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under $1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under $1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under $1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 VENDOR HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where a Subcontractor 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. **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) where 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 of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission.** 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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) where 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) 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;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) 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;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) 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.

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

13. If **Subcontractor Participation Goals** have been established for 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 Subcontractor 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 Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required **Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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 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), 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 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 Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

Modification

Tax ID #: 82-0553093

CONTRACT: HRP-JOC

LIST REGION: 7

THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target

# This page to be completed by contracting agency

## Contract Overview

| | | | |
|---|---|---|---|
| E-PIN | | Project/Program | |
| Procurement Description | NYC Houses Rehabilitation Program | | |
| Contracting Agency | DEP | | |
| Agency Address | 96-05 Horace Harding expressway | City Flushing | State NY Zip Code 11373 |
| Contact Person | Susan Rosenstadt | Title | Project Manager |
| Telephone # | 718-595-6019 | Email | SRosenstadt@dep.nyc.gov |

**Project Description** *(attach additional pages if necessary)*

The rehabilitation of one- to four-family homes that were damaged by Hurricane Sandy and are accepted into the New York City Houses Rehabilitation Program ("HRP"). The work on homes requires general home improvement repairs and may also require removal and remediation of mold, lead, and asbestos and raising/elevating homes

(1) ✓ **Target Subcontracting Percentage**
Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under $1 million for construction and professional services. 50 %

**Subcontractor Participation Goals**
*Complete and enter total for each Construction or Professional Services, or both (if applicable)*

| Group | Construction | Professional Services |
|---|---|---|
| Black American | % | % |
| Hispanic American | % | % |
| Asian American | % | No Goal |
| Caucasian Female | No Goal | % |
| **Total Participation Goals** | (2) 31 % | (3) % |

2013 JUN 31 A 9:33
RECEIVED
CONTRACT COMPLIANCE

2013 JUL -1 A 9:34
RECEIVED
CONTRACT COMPLIANCE

Tax ID #: 82-0553093 E-PIN: 82614HRPJOC8

## SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer ☒ AFFIRMS or ☐ DOES NOT AFFIRM [statement below]

**It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.**

Bidder/proposer ☒ AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

☐ AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

☐ DOES NOT AFFIRM

### Section I: Prime Contractor Contact Information

Tax ID # 82-0553093 FMS Vendor ID #

Business Name Rockaway Beach Blvd Construction Co LLC Contact Person Gerard Romski

Address 190 Beach 68 Street, Arverne, NY 11692

Telephone # (516) 369-8685 Email romskig@gmail.com

### Section II: General Contract Information

1. **Define the industry in which work is to be performed.**
   - **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.

     This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
   - **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract *(Check one)*: ☐ Construction ☐ Professional Services

b. Type of work on Subcontract *(Check all that apply)*: ☐ Construction ☐ Professional Services ☐ Other

2. **What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** 80 %
3. **Will you award subcontract(s) in amounts below $ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?** ☒ Yes ☐ No

### Section III: Subcontractor Utilization Summary

**IMPORTANT:** ***If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).***

| Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under $1M for construction and/or professional services | Subcontracts under $1M (4) (construction/professional services) | | Total Bid/Proposal Value | | Calculated Target Subcontracting Percentage |
|---|---|---|---|---|---|
| | $ 15,000,000 | ÷ | $ 30,000,000 | x 100 = | 50 % |

- **Subcontracts under $1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under $1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- **Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- **Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under $1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).**

Tax ID #: 82-0553093 E-PIN: 82614HRPJOC8

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

## SCHEDULE B – cont.

**Step 2:**
Calculate value of subcontractor participation goals

| | | Subcontracts under $1M (construction/professional services) |
|---|---|---|
| a. | Copy value from Step 1, line (4) – the total value of all expected subcontracts under $1M for construction and/or professional services | $ 15,000,000 |

| | | Construction | Professional Services |
|---|---|---|---|
| b. | • From line a. above, allocate the dollar value of "Subcontracts under $1M" by Construction and Professional Services,<br>• If all subcontracts under $1M are in one industry, enter '0' for the industry with no subcontracts.<br>• Amounts listed on these lines should add up to the value from line a.<br>**Subcontracts under $1M by Industry** | $ 14,000,000 | $ 1,000,000 |
| c. | • For Construction enter percentage from line (2) from Page 1.<br>• For Professional Services enter percentage from line (3) from Page 1.<br>• **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**<br>**Total Participation Goals** | x 31 % | x 31 % |
| d. | **Value of Total Participation Goals** | $ 4,340,000 | $ 310,000 |

**Step 3:**

✓ **Subcontracts in Amounts Under $1 M Scope of Work – Construction**

*Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor*

Demolition, Rough Carpentry, Finish Carpentry, Cabinets, Plumbing, Electrical, Painting, Sheetrock, Flooring

✓ **Subcontracts in Amounts Under $1 M Scope of Work – Professional Services**

*Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor*

Architect, Engineer, Legal

## Section IV: Vendor Certification and Required Affirmations

*I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, as the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or if the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.*

Signature: Gerard Romski Date: 06/27/13

Print Name: Gerard Romski Title: President

2013 JUN 31 A 9:33 RECEIVED CONTRACT COMPLIANCE
2013 JUL -1 A 9:34 RECEIVED CONTRACT COMPLIANCE

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

**Contract Overview**

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

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

E-PIN (for this procurement) 82613B0040

Type of work on Prime Contract *(Check one)*: ☐ Construction ☐ Professional Services

Type of work on Subcontract *(Check all that apply)*: ☐ Construction ☐ Professional Services ☐ Other

SUBCONTRACTING *as described in bid/solicitation documents (Copy this % figure from the solicitation)*

_____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below $1 million (each)

ACTUAL SUBCONTRACTING *as anticipated by vendor seeking waiver*

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below $1 million (each)

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

☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.

☐ Vendor subcontracts *some* of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.

☐ Other _____

**References**

*List 3 most recent contacts/subcontracts performed for NYC agencies (if any)*

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

*List 3 most recent contracts/subcontracts performed for other agencies/entities*
(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

***Shaded area below is for agency completion only***

*AGENCY CHIEF CONTRACTING OFFICER APPROVAL*

Signature: Date:

*CITY CHIEF PROCUREMENT OFFICER APPROVAL*

Signature: Date:

2017 JUL -1 A 9:34
RECEIVED
CONTRACT COMPLIANCE

NYC Finance

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

# DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

**Mail to:** NYC Department of Finance, Treasury Division, 66 John Street, 12th Floor, New York, NY 10038 - Attention: EFT, or
**Fax to:** EFT at 212-361-7058 or 212-361-7063

☑ ENROLLMENT ☐ MODIFICATION

**INSTRUCTIONS:** Please check only one of the two boxes above. Check the Enrollment box to sign up for EFT. Check the Modification box if you are currently enrolled and are making changes to the Vendor and/or Financial Institution information you have already submitted.

The person completing this form must be an individual who can authorize changes related to SECTION II - FINANCIAL INSTITUTION INFORMATION. **The Person signing this form in Section III must be the same Contact Person in Section I.**

Please complete all sections of this Enrollment Form and attach a voided check, a copy of an encoded deposit slip that includes an imprinted vendor's name, the first page of a bank statement OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments.

**Note: Your application cannot be processed without this documentation.** See the reverse side for more information and instructions.

## SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER: (AS IT APPEARS ON W-9 FORM)
2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):
3. VENDOR'S ADDRESS (FOR EFT ENROLLMENT PURPOSES):
4. VENDOR'S EMAIL ADDRESS:
5. CONTACT PERSON'S NAME:
6. CONTACT TELEPHONE NUMBER:

## SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:
2. ACCOUNT NAME:
3. BANK NAME:
4. BANK BRANCH ADDRESS:
5. BANK 9-DIGIT ROUTING NUMBER: (LOCATED AT THE BOTTOM OF CHECK)
6. ACCOUNT TYPE - MUST BE EITHER CHECKING OR SAVINGS: (CHECK ONE BOX ONLY) ☑ CHECKING ☐ SAVINGS
7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:
8. TELEPHONE NUMBER:

## SECTION III - VENDOR SIGNATURE

1. VENDOR SIGNATURE - MUST BE THE SAME CONTACT PERSON FROM SECTION I
2. DATE mm/dd/yyyy

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

# DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

## GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to:

NYC Department of Finance
Treasury Division
66 John Street, 12th Floor
New York, NY 10038
Attention: EFT

or Fax to: EFT at 212-361-7058 or 212-361-7063.

**This completed form can be saved to your computer. Please retain a copy for your records.**

## SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's email address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. The contact person must be authorized to make changes in the Financial Institution Information below in Section II. (If you are enrolling yourself individually, you are the contact person.)

## SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Bank name
4. Bank address
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

## SECTION III - VENDOR SIGNATURE

Sign and date where indicated. **Note: The person signing this form must be the same contact person as stated in Section I.**

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

# DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

## GENERAL INSTRUCTIONS

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3. Bank name
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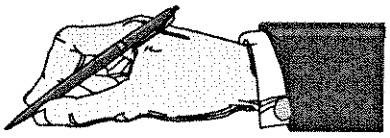
6. Indicate type of account. Account must be designated as either checking or savings. (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

## SECTION III - VENDOR SIGNATURE

Sign and date where indicated. **Note: The person signing this form must be the same contact person as stated in Section I.**

Environmental Protection

# CONSTRUCTION CONTRACT



# NYC HOUSES REHABILITATION PROGRAM
# INFORMATION FOR BIDDERS

**Carter H. Strickland, Jr.**
Commissioner

**Mary F. Pazan**
Agency Chief Contracting Officer

59-17 Junction Boulevard, Flushing, New York 11373

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# NOTICE TO BIDDERS

**The pages of this document are numbered consecutively. Prospective bidders must examine the documents carefully. Before bidding, prospective bidders must notify the Agency Chief Contracting Officer, in writing, that pages are missing and request that these missing pages be furnished to them.**

The New York City Procurement Policy Board ("PPB") had made extensive changes to the numbering system of the PPB Rules (the "Rules"), changes which became effective on September 1, 1998, and which resulted in a substantial renumbering of the Rules. In September, 1999, a revised edition of the Rules was published wherein additional changes were made to Section Numbers. Further, since that time, there have been amendments to the Rules. The Chapter and/or Section Numbers that are cited or referred to in the Contract (including the Invitation For Bid, and Contract Specifications) contained herein may not reflect the new Chapter and/or Section Numbers, and thus, in some instances, the Chapter and/or Section Numbers will be inaccurate. For purposes of determining the correct Chapter and Section Number of a PPB Rule being cited in a particular Contract provision, bidders are referred to the PPB Rule that address the subject matter indicated in that Contract provision.

In these specifications, wherever certification by, or membership in, a nongovernmental entity or organization is required, this shall mean such certification or membership <u>or possession of equivalent qualifications or characteristics</u> as determined by the Engineer, is required. The foregoing shall not be construed to be a wavier of any legally required Federal, State or local certification or licensing requirement, nor shall it apply where certification by the manufacturer of materials or equipment id called for.

## 1. DESCRIPTION AND LOCATION OF WORK

This Contract is for the rehabilitation of one- to four-family homes that were damaged by Hurricane Sandy and are accepted into the New York City Houses Rehabilitation Program ("HRP"). The work on homes requires general home improvement repairs and may also require removal and remediation of mold, lead, and asbestos and raising/elevating homes.

The homes are located in one of 12 HRP regions throughout the City. Each bid is for one region. Beginning two months after the issuance of the Notice to Proceed, the City will assign job orders to the Contractor for work on individual homes in the region. The Contractor will be expected to complete at least 90 job orders during each three month period. The Contractor may be asked to perform work in any region in the City, regardless of the region awarded to the Contractor.

This Contract is being procured by the City and funded by the federal Department of Housing and Urban Development under the Community Development Block Grant Disaster Relief Program. Because it is a federally funded contract, work will include preparing and submitting reports and other federally required documents and compliance with federal law. See Appendix B and the Hurricane Sandy CDBG-DR Appendix for special federal requirements.

## 1A. PROCUREMENT POLICY BOARD RULES

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

## 1B. FORM OF INVITATION FOR BID DOCUMENTS

All of the documents listed in Section 4 of this Information for Bidders are included on a CD-Rom (and are available for download from the City Record) except for the Information for Bidders (this document) and the Invitation for Bid. The Information for Bidders and the Invitation for Bid documents are provided in hard copy. **All CD-Roms and paper documents for all 12 HRP regions are uniform**; therefore, a Bidder who wishes to bid on multiple regions needs only one CD-Rom and one set of paper documents (and should photocopy the bid documents as necessary).

## 1C. BID SUBMISSION REQUIREMENTS

The following forms, which are provided to the Bidders in hard copy, are to be completed and submitted with the bid:

1. Bid Form
2. Bid Bond

In addition, the apparent lowest bidder is required to submit the following within 24 hours of request by DEP:

1. **To the Mayor's Office of Contract Services (at the address specified in the request):** A signed and complete VENDEX Questionnaire or Certificate of No Change Form.

2. **To DEP:** A Bidder's Qualifications Statement that

a) Demonstrates the bidder's capacity to complete 30 home repairs per month including a portion requiring elevation/raising. The statement must include an approximation of labor and trade needs to repair damaged homes matched with availability of labor on team, including major subcontractors;

b) Provides three references relating to bidder's previous work on housing development projects. References must include the description of the project, the number of homes completed, total revenue, owner, and contact information; and

c) Demonstrates the bidder's financial capacity. Bidder shall include a full set of financial statements, reviewed or audited by a Certified Public Accountant within the last six months or accompanied by the bidder's certificate if the review is more than six months but less than one year old. Bidder shall include a letter of assurance from its bonding company stating that it will provide $30,000,000 in performance and payment bonds if the bidder is awarded the contract. (If the bidder is bidding on multiple contracts, the letter must state the maximum the bonding company will provide in bonds. The HUD regulations require performance and payment bonds for 100% of the value of the contract(s); bidder will not be awarded multiple contracts unless the letter states that bonds in the amount required by HUD will be provided.)

3. **To DEP:** A confirmation that the Bidder submitted a VENDEX Questionnaire or Certificate of No Change Form to the Mayor's Office of Contract Services.

A bidder that fails to submit the required VENDEX Questionnaire or Certificate of No Change within 24 hours of DEP's request may be deemed non-responsive. It is strongly recommended that a bidder submit a full and completed VENDEX Questionnaire or Certificate of No Change Form prior to submitting a bid.

**Non - compliance with any of the above bid submission requirements may result in a rejection of the bid.**

## 2. TIME AND PLACE FOR RECEIPT OF BIDS

Sealed bids will be received by the *Department of Environmental Protection, Contract Management Office, 59-17 Junction Blvd. 17th Floor, Corona, New York 11368*, on the day and at the time specified in the Invitation for Bid Cover page. Bids will be publicly opened and read aloud in the presence of the Commissioner, or his/her representatives, and any bidder who may desire to be present.

## 3. DEFINITIONS

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

## 4. INVITATION FOR BID DOCUMENTS

a) DOCUMENTS TO BE INCLUDED. Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation For Bid:

1. The Advertisement and Information for Bidders.
2. The Invitation For Bid (the Bid).

3. The Contract (also referred to as the "Agreement").
4. Schedule A (including maps of the regions).
5. Appendix B (Supplementary General Conditions For use with Procurement Contracts and Subrecipient Agreements which provide for an Eligible Activity Funded in Whole or in Part Under Title I of the Housing and Community Development Act of 1974).
6. Hurricane Sandy CDBG-DR Appendix.
7. The General Requirements and Specifications and Unit Price Book.
8. Environmental Health and Safety Requirements.
9. All Addenda issued by the Commissioner prior to the receipt of bids.
10. All provisions required by law to be inserted in this Contract whether actually inserted or not.
11. The Notice of Award.
12. Performance and Payment Bonds.
13. The Tri-Party Contract to be executed by the City, Contractor, and Homeowner.
14. Notice to Proceed with Work (also known as the Commence Work Letter).
15. The Broker's Certification.
16. Local Law No. 30 and 33 of 2012 Notice (elsewhere referred to as the Whistleblower Protection Expansion Act Notice).
17. Iran Divestment Act Compliance Rider and Bidder's Certification of Compliance.
18. Electronic Funds Transfer Form.
19. Local Law 129 of 2005 Notice to all Prospective Contractors and Subcontractor Utilization Plan (also called "Schedule B").

b) GENERAL REQUIREMENTS AND SPECIFICATIONS. For particulars as to this procurement, including description of the work to be performed and any other special instructions, prospective bidders are referred to the Contract and General Requirements and Specification sections.

c) DEPOSIT FOR COPY OF INVITATION FOR BID DOCUMENTS. *Prospective bidders may obtain a copy of the Invitation For Bid Documents by complying with the conditions set forth in the City Record Advertisement for Bids. The deposit required must be in the form of a money order or certified check, made payable to the order of the City of New York, and drawn upon a State or National bank or trust company, or of a check of such bank or trust company signed by a duly authorized officer thereof.*

d) RETURN OF INVITATION FOR BID DOCUMENTS. All Invitation For Bid documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, Invitation For Bid documents shall be returned to the Department along with a statement that no bid will be submitted.

e) RETURN OF DEPOSIT. Such deposit will be returned within 30 days after the award of the Contract or the rejection of all bids as set forth in the advertisement provided the Invitation For Bid documents are returned to the Contract Management Office in physical condition satisfactory to the Commissioner.

f) ADDITIONAL COPIES. Additional copies of the Invitation For Bid may be obtained, subject to conditions as set forth in the Advertisement for Bids.

## 5. PRE-BID CONFERENCES

One pre-bid conference will be held at the time and place and on the date set forth in the in the Invitation For Bid. The attendance of the pre-bid conference is *strongly recommended.*

Nothing stated at the pre-bid conference shall change the terms and/or conditions of the Invitation For Bid unless a change is made by written amendment as provided in Section 9, below, and the Procurement Policy Board Rules.

At least 24 hours before the date of the pre-bid conference, please notify the Agency Contact, listed on the *Cover Page*, of the number of representatives from your firm that will attend the conference.

## 6. AGENCY CONTACT

Any questions or correspondence relating to this bid solicitation shall be addressed to the following Agency Contact Person specified on the *Cover Page*.

## 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. BLANK

## 9. EXAMINATION OF PROPOSED CONTRACT

a) REQUEST FOR INTERPRETATION OR CORRECTION BEFORE BIDDING. Prospective bidders must examine the Invitation For Bid 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 sent to each person recorded as having received a copy of the Invitation For Bid, and which will also be posted at the place where Invitation For Bid are distributed. Upon such mailing or delivery and posting, 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 THE 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) SUBCONTRACTOR SOLICITATION. Documents given to a 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 contracting agency, and the project's location.

## 10. FORM OF BIDS (ALSO SEE OF INVITATION FOR BID)

The bid must be submitted in an envelope clearly marked on the outside with the number of the HRP region (1-12) being bid on. Each envelope shall contain a bid for only one region. If a bidder chooses to bid on multiple regions, it must submit envelopes containing the required documents for each region. All bid documents submitted in the envelope(s) must clearly identify the HRP region for which the bid(s) is submitted. Each envelope must include:

a) The bid, on the form prescribed by DEP.

b) The bid cover sheet.

c) The name, residence, and place of business of the person or persons making the same.

d) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated.

e) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion or fraud.

f) A statement that no Councilmember, 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 therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.

g) 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 or to any agency thereof, except as set forth in the bid.

h) Bidder's Certification of Compliance with the Iran Divestment Act.

i) The Acknowledgment of Addenda.

j) The bid bond.

In a separate envelope, the bidder must submit a completed and signed Subcontractor Utilization Plan/Schedule B – Part II, Bidder Subcontracting Plan. One envelope is requested per HRP region for which the bidder submits a bid; each envelope should clearly identify the region on the outside and indicate that it is the Schedule B Envelope.

**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.**

## 11. BLANK

## 12. IRREVOCABILITY OF BID

The Adjustment Factors 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 16 and 19, below.

## 13. ACKNOWLEDGMENT OF AMENDMENTS

The receipt of any amendment to the Contract documents shall be acknowledged by the bidder on or before on or before the submission of the bid.

## 14. 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.

## 15. PROPRIETARY INFORMATION / TRADE SECRETS

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 materials the bidder desires to remain confidential 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 non-confidential sections of the bid.

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 that 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.

## 16. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received by the *Contract Management Office, 59-17 Junction Blvd. 17th Floor, Corona, NY 11368.* Written notices must be received by the Contract Management Office 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.

## 17. 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 Bid, this Contract shall be awarded, if at all, to the lowest responsible bidder whose bid meets the requirements set forth in the Invitation For Bid, and whose bid price is the lowest responsive and responsible bid. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bid. This solicitation is for one of twelve (12) Job Order Contracts for work in 12 geographic regions being bid as part of the overall Job Order Contracting program implemented by the Department. If a Bidder is the apparent low bidder on more than one contract, then the Bidder will be required to show that it has the capacity to perform each of the contracts for which it is the apparent low bidder. 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. The Contract provides that the City may assign Work to the Contractor in regions that are in addition to the region awarded to the Contractor if the Contractor is exceeding performance standards (i.e., completion of Work on 90 houses in a three-month period) in its region and demonstrates the capacity to perform such additional work. The Contractor's bid price on the region awarded to the Contractor will apply to Work outside of the region. If the Contractor is awarded multiple regions, the bid price on the region awarded to the Contractor that is the lowest of each of the awarded regions will apply to Work outside of the awarded regions. Although the City may award any number of regions to a Contractor based on demonstrated capacity, the City anticipates that each Contractor will be awarded one or two regions.

a) RESTRICTIONS. No negotiations with any bidder shall be allowed to take place except under circumstances and in the manner set forth in Section 22 of this Information For Bidders. 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 Bid if that bid is not also the most favorable bid.

b) NEGOTIATIONS WITH THE APPARENT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. Upon determination of the apparent lowest responsive and responsible bidder and prior to award, the Contracting Officer may elect to open negotiations with the selected bidder in an effort to improve the bid to the City with respect to the price only. In the event the apparent lowest responsive and responsible bidder declines to negotiate, the Contracting Officer may elect to either award the contract to the apparent lowest responsive and responsible bidder or may, upon written approval by the Agency Chief Contracting Officer, reject all bids in accordance with the PPB Rules.

## 18. 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. Late bids and modifications shall not be opened until after registration no of the contract.

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 and may be accepted upon written approval of the Agency Chief Contracting Officer.

## 19. WITHDRAWAL OF BID

Except as provided for in Section 16 above, a bidder may not withdraw its bid before the expiration of 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 60 days after the execution of the Contract, the Commissioner fails to fix the date of the commencement of work by written notice to the bidder, the bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given, and request to withdraw is granted, the bidder waives all claims in connection with this Contract.

## 20. MISTAKES IN COMPETITIVE SEALED BIDS

A. Mistakes 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 16 above.

B. Mistakes Discovered **After Bid Opening:**

1. Mistakes Where Intended Correct Bid for Construction is **Evident**
   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 clearly evident on the face of the bid documents are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

2. Mistakes Where Intended Correct Bid for Construction is **Not Evident**
   In accordance with General Municipal Law Section 103 sub. 11, mistakes may not be corrected after bid opening. Unless otherwise required by law, the sole remedy for a bid mistake discovered after bid opening in accordance with this Section shall be withdrawal of that bid, and 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. Where a unilateral error or mistake is discovered in a low bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

   i) The mistake is known or made known to the agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
   ii) The price bid was based on an error of such magnitude that enforcement would be unconscionable; and
   iii) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical evidence that the mistake was a clerical error as opposed to a judgment error; and
   iv) 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

v) it is possible to place the City in the same condition that had existed prior to the receipt of the bid.

## 21. 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 Bid, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

i) Award to a certified New York City small, minority, or woman owned business entity bidder;
ii) Award to a New York City bidder;
iii) Award to a certified New York State small, minority, or woman owned business entity bidder;
iv) 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.

## 22. REJECTION OF BIDS

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

i) The bidder fails to furnish any of the information required pursuant to Section 26 or 31 hereof; or if
ii) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
iii) The bidder is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
iv) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive.

b) REJECTION OF ALL BIDS. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of the City to do so.

## 23. 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.

## 24. FEDERALLY-FUNDED CONTRACT

This Job Order Contract is funded by a grant from the federal government. Contractors will be required to

comply with federal requirements in Appendix B and the Hurricane Sandy CDBG-DR Appendix. Costs for compliance with any of the requirements in Appendix B and the Hurricane Sandy CDBG-DR must be incorporated into the bidder's bid.

## 25. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

This Invitation For Bid is subject to applicable provisions of Federal, State, and Local Laws and executive orders requiring affirmative action and equal employment opportunity, including New York City Local Law No. 129 of 2005. Local Law 129 is New York City's program for participation by minority-owned and women-owned business enterprises (M/WBEs) in City procurement. Specific requirements of M/WBE participation for this Contract are set forth in the Subcontractor Utilization Plan.

## 26. VENDEX QUESTIONNAIRE

Pursuant to Administrative Code §6-116.2 and the New York City Procurement Policy Board Rules (9 RCNY § 5-02), the apparent lowest bidder is required to submit a completed VENDEX questionnaires within 24 hours of DEP's request to the Mayor's Office of Contract Services. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the Agency Contact Person for this contract.

## 27. AUDIT BY THE COMPTROLLER

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

## 28. BID, PERFORMANCE, AND PAYMENT BOND

a) BID SECURITY. Contractor must submit a bid bond in the amount of $1,500,000 issued by a surety company that is authorized to do business in the State of New York. **No bid will be considered which is not accompanied by the Bid Bond. The Bid Bond shall assure the City and the Agency of the adherence of the bidder to its bid, and the execution of the contract, in a form as annexed hereto, if bid is accepted.**

b) PERFORMANCE SECURITY. Pursuant to 24 CFR section 85.36(h)(2) &(3), performance and payment bonds are required in the full amount of the contract value. Contractor shall obtain performance and payment bonds for not less than $30,000,000 (thirty million dollars). The performance and payment bonds shall be delivered by the Contractor to the Contract Management Office *within ten days after the receipt of a Notice of Award.* If a Contractor fails to deliver the required performance and payment bonds, the award may be rescinded, its bid security shall be enforced and award of the Contract may be made to the next lowest responsive and responsible bidder or the Contract may be rebid.

c) Bonds must be prepared on the form of bonds authorized by the City and attached hereto or on forms approved by the Department. 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 we York
   3. Approved by the Department of the Treasury of the United States

   The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows:
   1. From the Government Printing Office at 202-512-1800
   2. Through the Internet at *http:www.fms.treas.gov/c570/index.html*; and
   3. Through a computerized public bulletin board which may be accessed using a personal

computer with a modem and dialing 202-874-6887

d) Premiums for any required bonds must be included in the base bid

e) 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.

## 29. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

In the event of failure of the successful bidder to execute the Contract and furnish the required security, within ten days after Notice of Award of the Contract, the deposit of the successful bidder shall be retained by the City. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of such 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.

## 30. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

## 31. BIDDER RESPONSIBILITY AND QUALIFICATIONS

The apparent low bidder may be required to submit all information necessary for a determination of bidder responsibility.

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

b) 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 its 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 collections as such person may desire to make.

c) FAILURE TO SUPPLY INFORMATION. If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (a) hereof or fails to comply with any of the requirements thereof, the Agency may reject this bid.

## 32. EMPLOYMENT REPORTS (DEPARTMENT OF SMALL BUSINESS SERVICES)

In order to be awarded this contract, a bidder shall complete and submit an Employment Report (form attached) containing information on its employment policies and practices and workforce composition. The New York City Department of Small Business Services, Division of Labor Services will analyze the report to

determine if the bidder maintains nondiscriminatory hiring and employment practices.

Along with the request for approval of a Subcontractor, a Contractor shall submit an Employment Report completed by the proposed Subcontractor if the value of the Subcontract is more than $10,000.

## 33. BLANK

## 34. INSURANCE

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. During performance and up to the date of final acceptance, the Contractor must effect and maintain with insurance companies authorized to do business in the State of New York, the types and amounts of insurance specified in Article 22 of the Contract and in General Conditions, Schedule A. Such insurance includes, but is not limited to, Commercial General Liability Insurance and Contractor's Pollution Liability Insurance.

Pursuant to Section 57 of the New York State Worker's Compensation Law, the bidder must submit proof of worker's compensation and disability benefits coverage to this Department prior to the execution of any Contract resulting from this solicitation.

ALL other required insurance documentation must also be submitted prior to commencement of work of this Contract. During performance and up to the date of final acceptance, the contractor must effect and maintain with insurance companies authorized to do business in the State of New York, the types and amounts of insurance specified in Schedule A of this solicitation.

## 35. LOCAL RESOURCES.

The City encourages contractors to understand the local community and use local resources where appropriate.

## 36. BLANK

## 37. TAX

Pursuant to Article 62 of the Contract, The Contractor may include in its bid the cost to the Contractor of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on tangible personal property incorporated into the Dwellings. The Contractor and its Subcontractors shall be responsible for and shall pay any and all applicable taxes, including Sales and Compensating Use Taxes, on tangible personal property and leased tools, machinery, equipment or other property. The Contractor shall not charge taxes to the City for services, including but not limited to, labor and profit.

## 38. LICENSES AND PERMITS

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

## 39. MINIMUM WAGE

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. Minimum wages shall be the rates fixed by Federal and State Law.

## 40. BLANK

## 41. BLANK

## 42. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the Comptroller of the City shall endorse hereon his certificate that there remains unexpended and unapplied, as provided in Section 6-101 of the Administrative Code of the City of New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officer making the same. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

## 43. BLANK

## 44. BLANK

## 45. PROMPT PAYMENT

The Prompt Payment provisions set forth in the Procurement Policy Board Rules are applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in the PPB Rules. The contractor must 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. Determinations of interest due will be made in accordance with the provisions of the Procurement Policy Board Rules.

## END OF INFORMATION FOR BIDDERS

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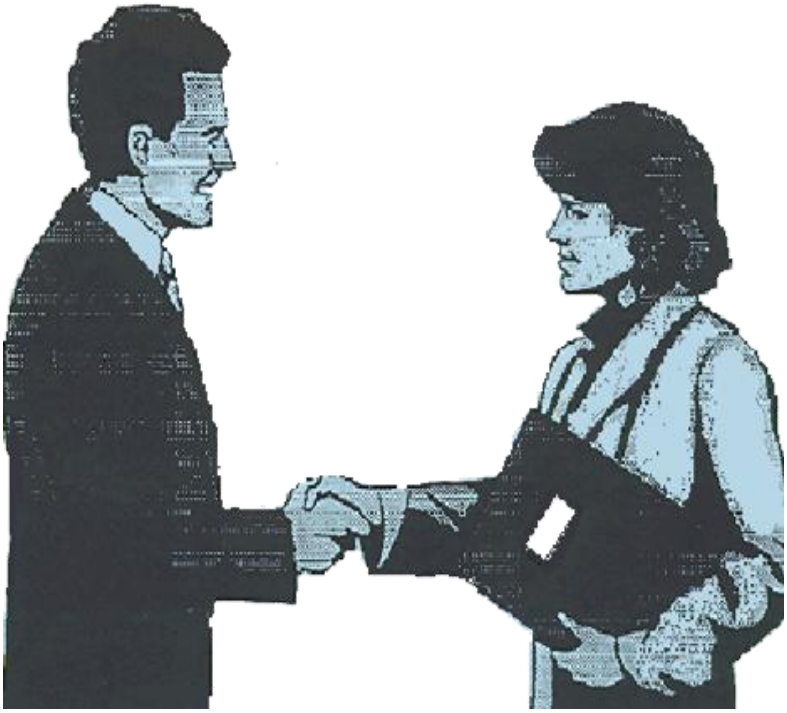
# CONSTRUCTION CONTRACT

New York City
Department of
Environmental Protection

59-17 Junction Boulevard
Flushing, New York 11373

**Carter H. Strickland, Jr.**
**Commissioner**

Mary F. Pazan
Agency Chief Contracting Officer



**STANDARD CONSTRUCTION CONTRACT,**
**SPECIFICATIONS AND PRICEBOOK FOR**

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

**CONTRACT:** **HRP-JOC-1 - 12**

**DESCRIPTION:** **Rehabilitation of private one- to four-family homes that have been destroyed or damaged by Hurricane Sandy**

# VOLUME II

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CONTRACT
NYC Houses Rehabilitation Program

THIS CONTRACT, made and entered into July 18th, 2013, by and between the City of New York ("City"), acting by and through the Commissioner of the Department of Environmental Protection (the "Department" or "DEP"), located at 59-17 Junction Blvd, Flushing, New York 11373 and Rockaway Beach Blvd. Constr. Co. LLC., located at 190 Beach 68th Street, Arverne, N.Y. 11692

WITNESSETH:

WHEREAS, Hurricane Sandy struck New York on October 29, 2012, causing unprecedented damage throughout the City and damage to thousands of homes that have not been fully rehabilitated many months later; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2), the federal government authorized a supplemental appropriation to improve and streamline disaster assistance for Hurricane Sandy and allocated funds to the Department of Housing and Urban Development ("HUD") Community Development Fund to pay for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization, for activities authorized under title I of the Housing and Community Development Act of 1974; and

WHEREAS, HUD allocated funds to the City through the Community Development Block Grant Disaster Relief ("CDBG-DR") Program; and

WHEREAS, the Disaster Relief Appropriations Act also appropriated funds to the Federal Emergency Management Agency ("FEMA") and other federal agencies to pay for necessary expenses related to disaster relief; and

WHEREAS, in order to aid residents impacted by Hurricane Sandy with CDBG-DR and other federal funds, the City established the NYC Houses Rehabilitation Program (the "HRP"), a construction project to rehabilitate private one- to four-family homes that have been destroyed or damaged by Hurricane Sandy; and

WHEREAS, there is no public use, ownership, access, and/or enjoyment of the private one- to four-family homes to be rehabilitated pursuant to this contract;

NOW THEREFORE, the parties to this Contract, in consideration of the mutual agreements contained herein, agree as follows:

## CHAPTER I - THE CONTRACT AND DEFINITIONS

### ARTICLE 1. THE CONTRACT

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

1.1.1 The Advertisement and Information For Bidders;
1.1.2 The Invitation For Bid (The Bid);
1.1.3 The Agreement (this document);
1.1.4 Appendix B (Supplementary General Conditions For use with Procurement Contracts and Subrecipient Agreements which provide for an Eligible Activity Funded in Whole or in Part Under Title I of the Housing and Community Development Act of 1974);
1.1.5 Hurricane Sandy CDBG-DR Appendix;
1.1.6 The Procurement Policy Board Rules, Director's Certificate, or Mayor's Certificate;
1.1.7 Schedule A;
1.1.8 Local Law 129 of 2005 Notice to all Prospective Contractors and Subcontractor Utilization Plan (also called "Schedule B");
1.1.9 The General Requirements and Specifications and Unit Price Book;
1.1.10 Environmental Health and Safety Requirements;
1.1.11 The Tri-Party Contract to be executed by the City, Contractor, and Homeowner;
1.1.12 All Addenda issued by the Agency prior to the receipt of Bids;
1.1.13 All provisions required by Law to be inserted in this Contract, whether actually inserted or not;
1.1.14 The Notice of Award;
1.1.15 Performance and Payment Bonds;
1.1.16 Notice to Proceed with Work;
1.1.17 Job Orders and Supplemental Job Orders issued pursuant to the Contract;
1.1.18 The Broker's Certification;
1.1.19 Local Law No. 30 and 33 of 2012 Notice (elsewhere referred to as the Whistleblower Protection Expansion Act Notice);
1.1.20 Iran Divestment Act Notice and Compliance Rider; and
1.1.21 Electronic Funds Transfer form.

## ARTICLE 2. DEFINITIONS

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

2.1.1 "Addendum" or "Addenda" shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

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

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

2.1.4 "City" shall mean the City of New York.

2.1.5 "City Chief Procurement Officer" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral Agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.

2.1.6 "Commissioner" shall mean the head of the Department of Environmental Protection or his/her duly authorized representative.

2.1.7 "Comptroller" shall mean the Comptroller of the City of New York.

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

2.1.9 "Contract Drawings" shall mean only those drawings referenced in a Job Order, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.10 "Contractor" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), 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.

2.1.11 "Days" shall mean calendar days, except where otherwise specified.

2.1.12 "Detailed Scope of Work" is the document that sets forth the obligations of the Contractor with respect to a Job Order including without limitation all labor, materials and equipment.

2.1.13 "Director of HRP" means the person designated by the Commissioner to oversee the HRP.

2.1.14 "Dwelling" means a one- to four-family home, including the land and building, that was adversely affected by Hurricane Sandy and is designated by the City for participation in the HRP. As appropriate according to the context, "Dwellings" refers to more than one Dwelling assigned to the Contractor or all Dwellings in the HRP.

2.1.15 "Engineer" shall mean the person, who may be a private architect or engineer, so designated in writing by the Director of HRP who has the authority to write and approve Job Orders and Supplemental Job Orders, respond to Requests for Information, and Approve Submittals.

2.1.16 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.17 "Final Acceptance of Job Order Work" shall mean acceptance of the Detailed Scope of Work as described in the Job Order, by the Inspector, as evidenced by the representative of the Inspector's signature upon Job Order certificate of completion and acceptance filed with the Project Manager, copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as the date so stated in such certificate.

2.1.18 "Inspector" shall mean the person so designated in writing by the Director of HRP to inspect the Dwellings and issue the Final Acceptance of Job Order Work.

2.1.19 "Homeowner" shall mean the legal owner of a Dwelling where Work shall occur.

2.1.20 "Homeowner Custom Options" shall mean the materials and appliances that the Homeowner has the authority to select pursuant to the Technical Specifications.

2.1.21 "HRP Management Team" means the City employees designated by the Commissioner and Director of HRP, collectively.

2.1.22 "Job Order" is the document that sets forth the Detailed Scope of Work for each Site, the Job Order Completion Time (start date and duration of Work), the price to be paid therefor (including all Unit Prices and Non-Prepriced Item costs), and the name of the Contractor's superintendent who is responsible for supervising the Work on the Job Order.

2.1.23 "Job Order Completion Time" shall mean the period of time allotted for the Contractor to complete the Detailed Scope of Work.

2.1.24 "Job Order Payment Request" shall mean the documents required to be submitted to the Project Manager requesting payment approval of an individual Job Order.

2.1.25 "Job Order Work" means any Work required to be done pursuant to a Job Order, except work added by a Supplemental Job Order.

2.1.26 "Joint Scope Meeting" means the initial meeting at a Dwelling designated by the City among the Engineer, the Homeowner, and the Contractor to establish the Job Order.

2.1.27 "Law" or "Laws" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a Statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

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

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

2.1.30 “Non-Prepriced Item” is an element of Work that is not included in the Unit Price Book.

2.1.31 “Non-Prepriced Item Without Mark-up” is a Non-Prepriced Item for which the City shall reimburse the Contractor at cost without the Adjustment Factor.

2.1.32 “Notice of Joint Scope Meeting” means the notice informing the Contractor that its services are needed and stating the time and location of the meeting.

2.1.33 “Other Contractors” shall mean all the City contractors, except the Contractor, participating in the HRP.

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

2.1.35 “Site” shall mean the Dwelling upon or in which the Contractor's operations are carried on and any real property owned by or leased to the City that the Contractor uses in connection with the HRP (e.g., staging areas).

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

2.1.37 "Subcontractor” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.38 “Supplemental Job Order” shall mean a Job Order issued to add or delete work from an existing, related Job Order.

2.1.39 “Unit Price Item” is an element of Work that is included in the Unit Price Book..

2.1.40 “Work” shall mean all services required to complete the Detailed Scope of Work in accordance with a Job Order and the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals,

and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work during the Term and the Maintenance and Guaranty Period.

2.1.41 "Integrity Monitor" means the person or firm hired by the New York City Department of Investigation to conduct audits and investigations.

End of Chapter.

## CHAPTER II - THE WORK AND ITS PERFORMANCE

### ARTICLE 3. SCOPE, TERM, LOCATION, AND CHARACTER OF THE WORK

3.1 Scope of Work. The purpose of this requirements Contract is to rehabilitate Dwellings damaged by Hurricane Sandy to be assigned to the Contractor by the City pursuant to Article 3.3. As more fully described in this Contract and in Job Orders issued pursuant to this Contract, Work shall include, but not be limited to:

a. Performance of the Work described in the Detailed Scope of Work referenced in each Job Order. In addition to general rehabilitation and reconstruction work, Work may entail removal of lead paint, asbestos abatement, mold removal, and raising/elevating Dwellings. The Contractor may not refuse to perform any Unit Price Item or any Work in connection with a particular Job Order.

b. Supervision of Work on Job Orders.

c. Attendance at all meetings described in this Contract and as requested by the City.

d. Provision of necessary materials and equipment.

e. Obtaining all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor.

f. Obtaining all final approvals for the Work, in the form of such certificates that are required by all governmental agencies having jurisdiction over the Work.

g. Incidental engineering and architectural services required in connection with a particular Job Order, including drawings required for filing.

h. Keeping the Dwelling reasonably free of dirt and debris related to the Work.

i. Obtaining and providing all warranty certificates and appliance operating manuals to the Homeowner.

j. Implementation of a quality control program.

k. Repairs to the Work on the Dwelling requested by the City during the Maintenance and Guaranty period.

l. Cooperation with inspections, audits, and investigations.

m. Production and delivery of data and reports relating to the services provided under this Contract as they may be required by the City, HUD, or any other State or federal government agency with jurisdiction. Contractor shall provide information necessary for the City to prepare quarterly reports required by HUD. As directed by the Director of HRP, Contractor shall implement project controls and statusing protocols to ensure consistent and timely transmission of data and reports.

3.2. Term. The Contract term shall begin upon registration pursuant to Charter section 328 and end on May 31, 2015, or when Work in an amount equal to the Maximum Contract Value, set forth in Article 74, has been completed, whichever occurs first (the "Term"). The City may renew the Contract for one two-year term. The Contractor must notify the City, in writing, at least six (6) months prior to the expiration of the first Term or when the Job Orders issued total greater then seventy-five (75) percent of the Maximum Contract Value, whichever occurs first, if it will not agree to renew the Contract. If the Contractor fails to provide such notification, the Contractor shall be deemed to consent to the renewal and the City may renew the Contract. If a Job Order or Job Orders are not complete prior to the expiration of the Term, the Contractor shall complete such Job Order Work and all of the terms of this Contract shall apply to such Work.

3.3 Location and Assignment of the Work. (a) Dwellings in the HRP are located in twelve regions delineated by the City; consistent with the Invitation for Bids, the lowest responsible and responsive bidder in each region shall be awarded a contract. The Director of HRP shall assign Work to the Contractor on Dwellings located in the region(s) indicated in Schedule A and delineated in the attached map(s). The City shall not be required to assign all Dwellings located in such region(s) to the Contractor.

(b) It is the City's intent to rehabilitate and reconstruct the most Dwellings in the shortest time possible. The City anticipates assigning a minimum of 30 Job Orders per month to the Contractor within 60 days after the Notice to Proceed, but reserves the right to change the anticipated minimum. The Contractor shall complete Work according to the performance standards in Article 3C(1). On a weekly basis, the Director of HRP shall analyze and compare Contractor's progress to the progress of Other Contractors, focusing on the number of Dwellings for which Job Orders have been completed. Based on the weekly analysis and comparison and the availability of Work, the City shall assign Work to Contractor and Other Contractors so that higher-performing contractors receive more Work than lower-performing contractors. If the Director of HRP determines that there is a need and Contractor has the ability to perform Work in an additional region, the Director of HRP may assign Work to the Contractor on Dwellings located in the additional region indicated in Schedule A. The Director of HRP may assign Dwellings to Other Contractors that are in the region assigned to the Contractor.

(c) The Contractor may not be awarded more than 30 Job Orders per month or Work outside of its region if:

(i) the Contractor's completed Job Order Work fails more than 10% of inspections by the City Department of Buildings or its authorized representative;

(ii) the Contractor's completed Job Order Work fails more than 10% of inspections by the Inspector pursuant to Article 3D;

(iii) the Director of HRP determines that the Contractor is not in compliance with the Environmental Health and Safety Requirements; or

(iv) the Contractor repeatedly fails to comply with submission requirements of this Contract.

3.4 Character of the Work. Unless otherwise expressly provided in the Job Order, the Work shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship.

## ARTICLE 3A. HRP MANAGEMENT

3A.1 The City or its consultant shall accept applications for participation in the HRP from the public; perform case-management duties relating to the Homeowner; schedule Joint Scope Meetings with the Homeowner, Engineer, and Contractor; and make the determination whether the City will pay for the expenses of temporary relocation of a Homeowner.

3A.2 The City shall establish an make available to Contractors the HRP Construction Management Information System, by which the Contractor shall make certain submittals.

3A.3 The Commissioner shall designate a Director of HRP who shall oversee the Project Managers and the HRP Management Team. The Contractor's attention is directed to Article 33, which sets forth the authority of the Director of HRP.

3A.4 The Director of HRP shall designate six Project Managers to oversee the HRP in accordance with all HRP protocols and policies pursuant to the requirements of this Contract. It is anticipated that each Project Manager will oversee two or three HRP regions. Prior to the start of the Work, the Department shall provide the name and contact information of the Project Manager to the Contractor. The Contractor's attention is directed to Article 32, which sets forth the authority of the Project Managers.

3A.5 The City shall designate an HRP Management Team, which shall consist of City employees and the Project Managers to supervise the HRP and interface with the Integrity Monitor.

3A.6 The Engineer shall have the authority to write and approve Job Orders and Supplemental Job Orders, approve submittals, and respond to requests for information.

3A.7 The Inspector shall have the authority to inspect the Dwellings, order that defective Work be corrected, and issue the Final Acceptance of Job Order Work.

## ARTICLE 3B. THE JOB ORDER

3B.1 Purpose of Job Order. The Job Order is the document by which the City directs the Contractor to perform Work on a specific Dwelling.

3B.2 Contents of Job Order. The Job Order shall include the following:

(a) Detailed Scope of Work for a designated Dwelling including proposals for Non-Prepriced Items,
(b) Hazards Risk Assessment Documents that describe all lead, asbestos or other hazardous material abatement requirements,
(c) Contract Drawings, including basic plan and elevation drawings to depict basic scope elements for interior home repairs, shop drawings, working drawings, and detailed engineering drawings and specifications for building raises,
(d) the price to be paid (including Unit Prices and Non-Prepriced Items),
(e) the start date,
(f) the Job Order Completion Time,

(g) the name, telephone number, and email address of the Engineer, and
(h) the name, telephone number, and email address of the Contractor's Superintendent responsible for supervising Work on the Job Order. All terms of this Contract shall be applicable to each Job Order.

3B.3 Notification of a Joint Scope Meeting. The City shall notify the Contractor that its services are required by issuing a Notice of Joint Scope Meeting, which sets forth the time and location of the Joint Scope Meeting. The location shall be the address of the Dwelling designated by the City. The Contractor and the Engineer shall attend the Joint Scope Meeting along with the Homeowner. Pursuant to Article 15, the Contractor shall be liable for liquidated damages in the amount specified in Schedule A for failure to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice.

3B.3(a) If a Dwelling must be raised prior to initiating home repairs, the City shall submit approved engineering drawings and specifications to the Contractor for preparation of Non-Prepriced Item Cost Proposal, pursuant to Article 75.2(b). After the Contractor has submitted its Non-Prepriced Item Cost Proposal and the Engineer has approved the proposal, the City will schedule the Joint Scoping Meeting to finalize the Job Order.

3B.4 Joint Scope Meeting for Dwelling Repairs. At the Joint Scope Meeting, the Engineer and Contractor, in consultation with the Homeowner, shall:

a. Draft a Job Order including Detailed Scope of Work, construction start date, Job Order Completion Time, and costs for Unit Price Items and Non-Prepriced Items.
b. Itemize any Non-Prepriced Items that require a cost proposal from the Contractor including description of any hazards abatement work that will be necessary.
c. Photograph the items in the Dwelling that require Work.
d. Review Contract Drawings (sketches, plans and elevations).
e. Select Homeowner Custom Options necessary to complete the Job Order.
f. Required safety procedures under the EHS; discuss safety issues.
g. Establish Means and Methods for Construction, pursuant to Article 4.
h. Determine when the Contractor will have access to the Dwelling.
i. Execute the Tri-Party Agreement with the Homeowner. If relocation is not necessary, Contractor shall inform Homeowner of risks and potential disruptions and inconveniences that may result from the Work. If it is necessary for the Contractor to submit a Cost Proposal for a Non-Prepriced Item, the Tri-Party Agreement shall be executed after the Engineer approves the Cost Proposal.

The City shall provide language interpretation services for the Homeowner at the Joint Scope Meeting if necessary.

3B.5 The Contractor shall provide sufficient resources to attend all Joint Scoping Meetings.

3B.6 Approval or Reassignment of the Job Order. The proposed Job Order, when signed by the Engineer, the Homeowner, and the Contractor, shall constitute the approved Job Order. The Engineer may assign the Job Order to an Other Contractor if it is in the best interests of the City and/or Homeowner to do so, and the City shall not be liable for the Contractor's costs to attend the Joint Scope Meeting, review the Detailed Scope of Work or similar items.

3B.7 Job Order Completion Time. The Engineer shall establish the Job Order Completion Time at the Joint Scope Meeting based on the amount and complexity of the Work. The Job Order Completion Time shall be one of the following periods:

a. 14 Days
b. 28 Days
c. 42 Days
d. 56 Days
e. 94 Days

Pursuant to Article 15, the Contractor shall be liable for liquidated damages for failure to timely complete a Job Order and eligible for a bonus for early completion.

3B.8 Cancellation. The Director of HRP may cancel a Job Order for any reason upon delivery of a written notification of cancellation to the Contractor.

3B.9 Supplemental Job Order. Pursuant to Article 25A, the Director of RRP may issue a Supplemental Job Order if he or she determines that changes to the Detailed Scope of Work, including omitting and adding Work, are necessary.

## ARTICLE 3C. PERFORMANCE STANDARDS

3C.1 Starting the later of 60 days after the issuance of the Notice to Proceed or when the City assigns 30 Job Orders to the Contractor, Contractor shall complete Work on at least 90 Job Orders per each consecutive three-month period. If the City assigns the Contractor fewer than 90 Job Orders in a consecutive three-month period, Contractor shall complete all assigned Job Orders.

3C.2 Pursuant to Article 15, the Contractor shall be liable for liquidated damages for failing to complete Work by the Job Order Completion Date set forth in each Job Order and the Contractor shall be eligible for bonuses for completing Work prior to the Job Order Completion Date.

## ARTICLE 3D. INSPECTION

3D.1 During the progress of the Work and up to the date of Final Acceptance of each Job Order, as well as during the performance of any Work required pursuant to Article 24, the Contractor shall at all times afford the representatives of the City and the federal government every reasonable, safe and proper facility for inspecting all Work done or being done at the Dwelling and any other Site and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

3D.2 Each Dwelling will be subject to a minimum of two inspections conducted by the HRP Inspectors: the In-Progress Inspection and the Final Inspection. Additional inspections may be required by the Department of Buildings or for special inspections required under the Building Code (e.g., inspections of masonry, concrete, and structural welding).

(a) In-Progress Inspection. The Contractor shall request an In-Progress Inspection through the City's Construction Information Management System when all Work that will be subject to

closure (e.g., Work behind dry wall or kitchen cabinetry) is complete and visible. No Work shall be enclosed and made non-visible prior to passing the In-Progress Inspection.

(b) Final Inspection. The Final Inspection shall be conducted pursuant to Article 14.

3.D.3 If a Job Order requires that a Dwelling be raised, the Work on such Dwelling shall be subject to a minimum of two additional inspections, as follows:

(a) Pre-Lift Inspection. At least three days prior to the date that a Dwelling is scheduled to be raised, the Contractor shall notify the Project Manager of the date and time that the Dwelling is scheduled to be raised. The Inspector shall conduct a pre-lift inspection. The Contractor shall not raise the Dwelling unless and until it has obtained approval from the Inspector after the pre-lift inspection. The Contractor shall raise the Dwelling on if the Inspector is on site during the raising.

(b) Foundation Completion Inspection. The Contractor shall notify the Project Manager on the date that the foundation is complete. The Inspector will inspect the structural work for conformance with the Job Order and the home interior for damage caused during the raising. The Contractor shall not commence Work on the rehabilitation of the Dwelling interior until the Inspector approves such raising Work and authorizes the commencement of Work on the interior.

3D.4 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 3D.1, such uncovering or taking down and restoration shall be included in a Supplemental Job Order and paid for in accordance with the provisions of the Contract. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.

3D.5 Inspection and approval by the Commissioner, the HRP Management Team, the Director of HRP, the Engineer, Inspector, or Project Manager 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 HRP Management Team, even though such Work may have been previously approved and paid for. Such corrective Work shall be deemed part of the initial Job Order and the City shall make no additional payment for such Work.

3D.6 Rejected Work and materials shall be promptly taken down and removed from the Dwelling, which must at all times be kept in a reasonably clean and neat condition.

## ARTICLE 3E. AUDIT BY INTEGRITY MONITOR

3E. 1 The City Department of Investigation ("DOI") shall engage an Integrity Monitor to monitor the Work of Contractor, including but not limited to its chief executive personnel, employees, Subcontractors, suppliers, vendors and affiliated businesses and monitor and investigate allegations of fraud by the

Contractor and other parties in connection with the HRP. Among other activities, the Integrity Monitor will:

1. conduct audits and investigations to determine Contractor's compliance with the Law;
2. conduct audits and investigations to determine Contractor's compliance with all the terms and conditions of this Contract and any other agreements it enters into with the City in connection with the HRP;
3. examine documents related to the operation of HRP in the possession of Contractor, that may relate to its responsibility;
4. review payment requisitions for accuracy;
5. audit disposal of contaminated and hazardous waste;
6. review payrolls and refer anomalies to DEP;
7. report any integrity issue immediately to DOI;
8. refer any work quality and/or safety issue immediately to DEP and to DOI if the issue relates to the integrity of the Contractor;[i]
9. review Subcontractor approval documents;
10. maintain a site presence; and
11. investigate allegations of fraud in connection with the HRP.

3E.2 Contractor shall fully cooperate with the Integrity Monitor.

3E.3 Based on the Integrity Monitor's reports, the City may take remedial action or declare the Contractor in default pursuant to Chapter X.

## ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the Detailed Scope of Work, Specifications and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the HRP Management Team's right to reject the Means and Methods of Construction proposed by the Contractor which in the opinion of the HRP Management Team:

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

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

4.1.3 Will be detrimental to the overall progress of the Job Order.

4.2 The HRP Management Team's approval of the Contractor's Means and Methods of Construction, or its failure to exercise its right to reject such Means and Methods of Construction, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract and in the Job Order; nor shall the exercise of such right to reject create a cause of action for damages.

[i] With respect to performance issues, DEP will determine what steps need to be taken if Contractor fails to do its job or does an inadequate job. The monitor(s) will identify performance issues for DEP, but DEP will determine the best way to proceed (e.g., require the Contractor to redo Work, withhold payment, replace the Contractor).

## ARTICLE 4A. SUPERVISION OF THE WORK

The Contractor shall be responsible for managing, supervising and directing its employees and Subcontractors. At a minimum, the Contractor shall have at all times a project manager assigned to this Contract and shall designate a superintendent responsible for each Job Order. The superintendent shall be reachable 24 hours a day, seven days a week, until the Job Order is complete. If the named superintendent is not available because of illness or vacation or the like, the Contractor shall notify the City of a substitute superintendent. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision or control, at no additional cost to the City, the City may direct the Contractor to increase the level of supervision and management effort for any or all projects, including but not limited to the right to direct the Contractor to: assign a superintendent who shall dedicate his or her time to supervising a designated Job Order on a full-time basis; submit daily management, inspection, activity, and planning reports; substitute Subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site-specific quality control program.

## 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. The Contractor's attention is directed to federal requirements set forth in Appendix B and the Hurricane Sandy CDBG-DR Appendix.

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 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 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 an 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 an 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 an 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.

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 to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York 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 City agencies and Contractors. Any such determination shall expire after six months unless renewed.

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the 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 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 is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the 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 Agency issuing this solicitation.

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 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 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 calendar 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)(1) Where the 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 those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) 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, 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)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(I) and 5.4.3(d)(2) above, 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)(4) Contractors 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 Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the 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. Contractors 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) 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 and ten thousand 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 an Agency. Where a Contractor has been found to have done so, such Contractor

shall be liable for a civil penalty of twenty thousand 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 Department the following information:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(4) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) 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.

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 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 of New York 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 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 terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower 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.

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 horsepower (HP) rating of 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 Right To Know. Where applicable, as per the New York State "Right to Know" law and the Federal OSHA Hazard Communication Standard (29 C.F.R. Part 1200), Contractors providing services to the Department are required to submit appropriate Manufacturer's Safety Data Sheets (MSDS) when using chemically based substances on Properties. Failure to provide the relevant MSDS may result in the termination of the Contract (with applicable penalties). For any questions regarding this regulation contact the BUREAU OF TOXIC SUBSTANCE ASSESSMENT, New York State Health Department; Flanigan Square, 547 River Street, Troy, New York 12180-2216; (518) 402-7800.

5.7 Licenses. Contractor shall ensure that its workers and its Subcontractors possess the licenses necessary to perform the Work.

## ARTICLE 6. NOT USED

## ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY

7.1 During the performance of the Work on a Job Order and up to the date of Final Acceptance of the Job Order Work, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work on a Job Order 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 or repair such Work at the Contractor's sole cost and expense, whichever the City shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the Contract and Job Orders shall be absolute and shall not be affected by the 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 on a Job Order, the Contractor shall take all reasonable precautions to protect the persons and property of the Homeowner 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 Dwelling 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 Director of HRP within three (3) Days after the occurrence.

7.3.2 The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 Days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured and the Homeowner as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Comptroller and the Commissioner. Notice to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street - Room 1222, New York, New York, 10007. Notice to the Commissioner shall be sent to the address set forth in Schedule A.

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 indemnify, defend, and hold the City, its employees, and officials and the Homeowner (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 has placed and maintained the insurance specified under Article 22.

7.5 The Contractor waives all rights against the City for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the Contractor and/or its Subcontractor in the performance of this Contract.

7.6 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

End of Chapter.

## CHAPTER III - TIME PROVISIONS

### ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

The Contractor shall commence Work on the date specified in the Job Order and complete the Work within the Job Order Completion Time specified in the Job 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 are in accord with Article 4 herein and as will assure its completion within the Job Order Completion Time or on the date to which the time for completion may be extended.

### ARTICLE 9. NOT USED

### ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the Work progresses, the Contractor shall submit to the Director of HRP 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 enable the Director of HRP a sufficient time to act upon such submissions, or any necessary re-submissions thereof. The Contractor shall submit all requests through the HRP Construction Management Information System.

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. NOT USED

### ARTICLE 12. LIABILITY FOR OTHER CONTRACTORS' WORK

12.1 The City shall not 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 Director of HRP, or by reason of any Other Contractor's default in performance, it being understood that the City does not guarantee the performance or continued efficiency of any contractor.

12.2 Should Contractor sustain any damage through any act or omission of any Other Contractor, Contractor shall have no claim against the City for such damage.

### ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE OF THE CONTRACT

In the event that Work on a Job Order or Job Orders is not complete when the Term ends, the Contractor shall continue Work on the Job Order and all terms of this Contract shall apply.

## ARTICLE 13A. EXTENSION OF TIME FOR PERFORMANCE OF A JOB ORDER

13A.1 If performance by the Contractor on a Job Order is delayed for a reason set forth in Article 13A.3, the Contractor may be allowed a reasonable extension of time in conformance with this Article 13A and the PPB Rules.

13A.2 Any extension of time may be granted only by the ACCO or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the Contractor.

13A.3 Grounds for Extension: If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work on the Job Order caused solely:

13A.3.1 By the acts or omissions of the City, its officials, agents or employees; or

13A.3.2 By the act or omissions of Other Contractors on this Project; or

13A.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

13A.3.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of Days of delay which the ACCO or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of Articles 9 and 10.

13A.4 The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the ACCO or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13A.5 The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.

13A.6 The ACCO or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13A.7 Permitting the Contractor to continue with the Work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

13A.8 Application for Extension of Time:

13A.8.1 Before the Contractor's time extension request will be considered, the Contractor shall notify the ACCO of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the ACCO identifying:

13A.8.1(a) The Contractor; the registration number; and Project description (including the address of the Dwelling applicable to the Job Order, the Job Order construction start date, Job Order Completion Time, and costs for Unit Price Items and Non-Prepriced Items);

13A.8.1(b) Liquidated damage assessment rate, as specified in the Contract;

13A.8.1(c) Original total bid price;

13A.8.1(d) The original Contract start date and completion date ;

13A.8.1(e) Any previous time extensions granted (number and duration); and

13A.8.1(f) The extension of time requested.

13A.8.2 In addition, the application for extension of time shall set forth in detail:

13A.8.2(a) The nature of each alleged cause of delay in completing the Work;

13A.8.2(b) The date upon which each such cause of delay began and ended and the number of Days attributable to each such cause;

13A.8.2(c) A statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13A.8.2(d) A statement indicating the Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13A.9 Analysis and Approval of Time Extensions:

13A.9.1 For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause, extend the time for the performance of the Contract as follows:

13A.9.1(a) If the Work is to be completed within six (6) months, the time for performance may be extended for sixty (60) Days;

13A.9.1(b) If the Work is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) Days may be granted;

13A.9.1(c) If the Contract period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) Days may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13A.9.1(d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the ACCO shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13A.9.2 For extensions of time for Substantial Completion and final completion payments, the Engineer, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this Contract). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the Agency contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

13A.9.3 Approval Mechanism for Time Extensions for Substantial Completion or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the ACCO of the Agency, the City Corporation Counsel, and the Comptroller, or their authorized representatives.

13A.9.4 Neither the granting of any application for an extension of time to the Contractor or any Other Contractor on this Project nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the Contractor or its attorneys in any action or proceeding.

13A.10 No Damage for Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, or the Homeowner or other occupants of the Dwelling 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 Job Order Work as provided herein.

13A.11 Assessment of Liquidated Damages: Neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a 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.

## ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Request for Inspection: Upon completion of the Work, and after an inspection by the Department of Buildings if required by Law, the Contractor shall submit a request for Final Inspection to the HRP Management Team through the HRP Construction Management Information System. The HRP Management team shall schedule a Final Inspection within three (3) Days after receipt of the Contractor's written request therefor.

14.2 Delivery of Warranty Certificates, Manuals, and Drawings: At the Final Inspection, the Contractor shall submit to the Homeowner all Warranty Certificates, Operation Manuals, Drawings, and other documents required in the Specifications. The Contractor shall instruct the Homeowner in the use of appliances installed pursuant to the Job Order. The Inspector shall not issue a written

determination of Final Acceptance unless and until the Contractor provides all such documents to the Homeowner.

14.2 Determining the Date of Final Acceptance of a Job Order: The Job Order Work will be accepted as final and complete as of the date of the Final Inspection if, upon such Final Inspection, the Inspector finds that all items on the Detailed Scope of Work are complete and no further Work remains to be done. The Inspector shall then issue a written determination of Final Acceptance.

14.3 Request for Re-inspection: If upon inspection for the purpose of Final Acceptance, the Inspector determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection, the Engineer determines that the Work is satisfactorily completed, the date of such re-inspection shall be the date of Final Acceptance. Re-inspection by the Inspector shall be made within three (3) Days after receipt of the Contractor's written request therefor. The amount listed on the Unit Price list for reinspection shall be deducted from the total price of the Job Order.

## ARTICLE 15. BONUS AND LIQUIDATED DAMAGES

15.1 Liquidated damages may be applied on a Job Order by Job Order basis at the sole discretion of the Director of HRP. In the event the Contractor fails to complete the Detailed Scope of Work for a Job Order within the Job Order Completion Time plus authorized time extensions, or if the Contractor, in the sole determination of the Director of HRP, has abandoned the Work, the Contractor shall pay to the City $500.00 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 shall apply to the Contractor whether or not 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.

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 City 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.

15.4 The City shall make a bonus payment to the Contractor if the Contractor satisfactorily completes the Detailed Scope of Work for a Job Order earlier than the Job Order Completion Time. The bonus shall be $500 per day for each day the Work is completed before the Job Order Completion Time up to 21 days early. The maximum bonus payment allowed per Job Order is $10,500.

## ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the Job Order, the Homeowner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance, upon written authorization of

the Contractor. Such authorization must include the date when the Homeowner may take over, use, occupy or operate part of the Work and a brief description of the relevant part of the Work. A copy of such written authorization shall be provided to the City and the Homeowner before Final Acceptance. In the event the Homeowner takes over, uses, occupies, or operates any part of the Work:

16.1.1 the Contractor shall issue a written certification of completion with respect to such part of the Work and shall submit a certification form with photo inventory of Work;

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

16.1.3 the Contractor's guarantee on such part of the Work shall begin on the date in the written authorization by the Contractor required in Article 16.1.

End of Chapter.

## CHAPTER IV - SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

17.1 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 nychouses@cityhall.nyc.gov giving the name and address of the proposed Subcontractor, the portion of the Work and materials which it is to perform and furnish, the estimated value of the Subcontractor's work, 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. In addition, upon request, Contractor must submit VENDEX questionnaires for a proposed Subcontractor, although such request may come at a later time.

17.3 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.

17.4 The Commissioner will notify the Contractor in writing whether the proposed Subcontractor is qualified or not qualified within five working days of receipt of a completed application. If the proposed Subcontractor is not qualified, the Contractor may submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter a Dwelling unless approved.

17.5 Before entering into any subcontract hereunder, the Contractor shall inform the 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.

17.6 As of March 2013, the City has implemented a new web based Subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. 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 that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain Subcontractor approval under this Article and PPB Rule § 4-13, Contractor is required to list the Subcontractor in the system. For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within 30 days of making the payment. If any of the required information changes throughout the Term of the Contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Department 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.

17.7 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.

17.8 This Contract does not obligate Contractor to ensure that Subcontractors maintain any insurance not required by Law. Nevertheless, in the event Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name Contractor as an additional insured thereunder, Contractor shall ensure that such Subcontractor also name the City, including its officials and employees, and the Homeowner as additional insureds with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

17.9 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:

17.9.1 Payment to Subcontractors: The agreement between the Contractor and its Subcontractors 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.

17.9.2 Not used.

17.9.3 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 the Subcontractor in excess of $50,000 shall include provisions 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.*).

17.10 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 adjusted.

17.11 On Contracts where 100% 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.

## 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. When used in Article 18, the phrases “otherwise dispose of this Contract” and “other disposition” shall be broadly construed, and shall be deemed to include, without limitation, sale or transfer of all or a majority of the shares of the Contractor, if the Contractor be a corporation, or any change in controlling ownership of Contractor, if Contractor be a partnership, limited partnership or any other form of business entity.

18.2 Such assignment, transfer, or conveyance 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 or conveyance, 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 Subcontractors, 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.

End of Chapter.

## CHAPTER V – BONDING, WARRANTIES, INSURANCE, AND GUARANTY

### ARTICLE 19. NOT USED

### ARTICLE 20. BONDING REQUIREMENTS

20.1 Pursuant to 24 CFR section 85.36(h)(2)&(3), the Contractor shall obtain performance and payment bonds for the full amount of the Contract.

20.2 Bonds must be prepared on the form of bonds authorized by the City and attached hereto or on forms approved by the Department. Such bonds must have as surety thereunder, such surety company or companies as are approved by the City of New York and authorized to do business in the State of New York.

20.3 Attorneys-in-fact who sign performance or payment bonds must file with each bond a certified copy of their power of attorney to sign said bond.

### ARTICLE 21. MANUFACTURERS' WARRANTIES AND GUARANTIES

The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by the Job Order in the name of the Homeowner and shall deliver to the Inspector at the Final Inspection. All of the Homeowner's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the Homeowner to any subsequent purchasers or lessees of the premises.

### ARTICLE 22. INSURANCE

22.1 Types of Insurance: The Contractor shall procure and maintain the following types of insurance 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. 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; medical payments; independent contractors; explosion; Personal Injury (Contractual Exclusion deleted); collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

22.1.1(a) Such Commercial General Liability Insurance shall name the City and the Homeowner as Additional Insureds. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall 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.

22.1.3 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.

22.1.4 Contractors Pollution Liability Insurance: The Contractor shall provide 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 and the Homeowner as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.4(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.

22.1.4(b) If this insurance is issued on a occurrence basis, such policy or policies shall have completed operation coverage for both the Contractor and the City. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the beginning of Contractor's Work, 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.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be procured from companies that are licensed to do business in the State of New York and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.

22.2.2 The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

22.2.3 In his/her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

22.2.7 Policies of insurance provided pursuant to this Article 22, other than those provided pursuant to Articles 22.1.2 or 22.1.3, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award.

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 the Homeowner is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms

CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) for insurance required pursuant to Article 22.1.4 , that the City and the Homeowner are Additional Insureds thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.

22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Whenever notice of loss, damage, occurrence, accident, claim or action to an insurance company is required under a policy maintained in accordance with this Article 22 (whether on behalf of the Contractor as Named Insured or the City as Additional Insured), the Contractor shall provide timely notice thereof. Such notice shall comply with all of the requirements of Article 7.3.2 of this Contract.

22.5 Subcontractor Insurance: This Contract, including this Article 22, does not obligate the Contractor to ensure that Subcontractors maintain any insurance not required by Law. Nevertheless, 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 such Subcontractor also name the Homeowner and the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the Commissioner's address as provided elsewhere in this Contract.

22.7 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.

22.8 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 the HRP) against the City or against the Contractor and the City for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the Comptroller may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract,

the amount of such claim, or so much thereof as the Comptroller may deem necessary, may be withheld by the Comptroller, as security against such claim, from any money due hereunder. The Comptroller, in

his/her discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this article, and return the balance, if any, without interest, to the Contractor.

23.3 Liens: If any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract file a lien against a Dwelling, the Contractor shall promptly discharge such lien pursuant to the New York Lien Law. The City may retain from the monies due or to become due under this Contract, so much of such monies as shall be sufficient to pay the amount claimed and the money so retained may be held by the City until the lien is discharged.

## ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner or Director of HRP 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 Final Acceptance of the Job Order (or use and occupancy in accordance with Article 16).

24.1.1 For one year from the date of Final Acceptance of the Job Order completed by the Contractor, the Contractor shall maintain an email address to receive messages from the City directing the Contractor to repair, replace, restore or rebuild such defects of materials or workmanship or damage.

24.1.2 The Contractor shall check its designated email account at least once each business day and respond to the City's direction within one business day.

24.1.3 The City shall schedule an appointment with the Homeowner, the Contractor, and an Engineer at the Dwelling. Generally such appointment will be scheduled within seven Days, but may be sooner if the defect or damage presents a health or safety risk.

24.1.4 Pursuant to Article 15, the Contractor shall be liable for liquidated damages in the amount specified in Schedule A for failure to arrive at the appointment within 30 minutes of the scheduled time.

24.1.5 At the appointment, the Engineer shall draft a proposed repair order, which describes the Work to be completed and the time for completion. The proposed repair order, when signed by the Engineer, the Homeowner, and the Contractor, shall constitute the approved repair order.

24.1.6 Upon completion of the Work, the Contractor shall notify the HRP Management Team and request an inspection.

24.1.7 The City shall perform an inspection on such Work pursuant to Article 3D.

24.2 A security is required for the Contractor's faithful performance of Work required during the Maintenance and Guaranty period, pursuant to Article 41.1(h).

24.3 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Final Acceptance of the last Job Order completed by the Contactor. 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 in connection with the Contract.

24.4 Notice by the Director of HRP or 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 provided for herein.

24.5 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.

24.6 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.

24.7 The Director of HRP'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.

End of Chapter.

## CHAPTER VI - CHANGES AND DOCUMENTATION OF CLAIM

### ARTICLE 25. CHANGES TO THE CONTRACT

25.1 Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Contractors deviating from the requirements of an original Contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become part of the original Contract.

25.2 Contract changes will be made only for work necessary to complete the Work included in the original scope of the Contract, for nonmaterial changes to the scope of the Contract, and/or pursuant to Article 60. Changes are not permitted for any material alteration in the scope of Work. Contract changes may include any contract revision deemed necessary by the Contracting Officer.

25.3 If any part of the Work is necessarily delayed by a change order, the Contractor may be entitled to an extension of the Job Order Completion Time.

### ARTICLE 25A. CHANGES TO A JOB ORDER

25A.1 The Project Manager may make add, modify, or omit Work included in any Job Order and Detailed Scope of Work.

25A.2 The Contractor shall be entitled to a Supplemental Job Order for Work not included in a Job Order. All Work in the Supplemental Job Order shall be paid for at the unit prices set forth in the Unit Price Book multiplied by the quantity multiplied by the Unit Price Item Adjustment Factor set forth in Schedule A or as Non-Prepriced Item multiplied by the Non-Prepriced Adjustment Factor set forth in Schedule A (except those Non-Prepriced Items specifically exempt from mark-up) in accordance with the procedure for developing a Job Order. The cost of omitted Work shall be subtracted from the amount due to the Contractor.

25A.3 The Contractor shall submit a certified request for a Supplemental Job Order including Job Order number, Dwelling address, written description of changed condition, and photographic inventory of the changed condition. Supplemental Job Orders must be submitted in writing for approval by the Engineer. The Engineer shall review the changed conditions and issue an approval or rejection within four (4) Days of submission of the Supplemental Job Order request. The Engineer may require a Site visit to make the determination.

### ARTICLE 26. NOT USED

### ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the City and the Contractor of the kind delineated in this article that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this article and the PPB Rules. The 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 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 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, Engineering Audit Office, or other designee of the Commissioner (including, throughout this Article, the Director of HRP or the Inspector), makes a determination with which the Contractor disagrees.

27.2 All determinations required by this article 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 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, 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 disputed 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 Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article 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 together with a statement concerning how the decision may be appealed.

27.4.3 Finality of Commissioner 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. The City may not take a petition to the Contract Dispute Resolution Board. However, if the Contractor takes 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 Agency 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 section 7-201 and 7-203 of the New York City 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 Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The CCPO or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this article, 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 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 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 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 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 Corporation Counsel, the Director of the Office of Construction, 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 Laws 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.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this article 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.

## ARTICLE 28. RECORD KEEPING FOR DISPUTED WORK

28.1 While the Contractor or any of its Subcontractors is performing disputed Work, or complying with a determination or order under protest in accordance with Article 27, in each such case the Contractor shall furnish the HRP Management Team daily with three (3) copies of written statements signed by the Contractor's representative at the Dwelling showing:

28.1.1 The name 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 it was 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, Director of HRP, 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, Director of HRP and the Comptroller or their designees 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 or Director of HRP, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with respect to such disputed Work performed under protest pursuant to order of the Commissioner or Director of HRP, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

## ARTICLE 29. OMITTED WORK

29.1 Pursuant to Article 25A, the City may omit work from a Job Order by issuing a Supplemental Job Order.

29.2 Not Used

29.3 For units that have been ordered but are only partially completed, the Unit Price shall be reduced by a pro rata portion of the Unit Price bid based upon the percentage of Work omitted subject to Article 29.4.

29.4 In the event the Contractor, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated into the Work, the Contractor shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the Contractor's delivery of such material and/or equipment in acceptable condition to a location designated by the City.

29.5 The Contractor shall make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

## ARTICLE 30. NOT USED

End of Chapter

## CHAPTER VII - POWERS OF THE PROJECT MANAGER, DIRECTOR OF HRP, AND THE COMMISSIONER

### ARTICLE 31. NOT USED

### ARTICLE 32. THE PROJECT MANAGER AND ENGINEER

32.1 The Project Manager or Engineer, in addition to those matters elsewhere herein delegated to the Project Manager and Engineer and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the Commissioner or Director of HRP:

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 Job Order, Detailed Scope of Work, 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 a Project, including the power to suspend any part of the Work, but not the whole thereof;

32.1.4 To issue a Supplemental Job Order adding or omitting Work; and

32.1.4 To amplify the Job Order, Detailed Scope of Work, Drawings, add explanatory information and furnish additional Specifications and drawings, consistent with the Job Order.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the Project Manager or Engineer, for it is the intent of this Contract that all of the Work shall generally be subject to his/her determination, direction and approval, except where the determination, direction or approval of someone other than the Project Manager or Engineer is expressly called for herein.

### ARTICLE 33. THE COMMISSIONER AND DIRECTOR OF HRP

33.1 The Commissioner or the Director of HRP, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this Contract and its performance; and

33.1.2 To suspend the whole or any part of any or all Job Orders whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the City generally; or

33.1.3(c) To expedite the completion of a particular Job Order even though the completion of a different Job Order may thereby be delayed.

## ARTICLE 34. NO ESTOPPEL

34.1 Neither the City nor any Agency, officer, 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 Director of HRP, the Engineer, the Inspector, or any other officer, 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.

End of Chapter.

## CHAPTER VIII – LABOR PROVISIONS

### ARTICLE 35. EMPLOYEES

35.1 The Contractor and its Subcontractors shall not employ on the Work:

35.1.1 Anyone who is not competent, faithful and skilled in the Work for which he/she shall be employed; and whenever the Commissioner shall inform the Contractor, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the Work forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Other Contractors or their Subcontractors pursuant to other Contracts, or on any other building or premises owned or operated by the City, its Agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against it as set forth in Chapter X of this Contract, or such other article of this Contract as the Commissioner may deem proper.

35.2 Reserved.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.

35.3.2 If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of $100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this Contract if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Article 35.3.3 is neither applicable to this Contract if it was solicited prior to October 18, 2012, nor if it is a renewal of a contract executed prior to October 18, 2012.

## ARTICLE 36. NO DISCRIMINATION

36.1 The Contractor shall comply with the federal anti-discrimination provisions in Appendix B.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a Contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a Contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this Contract.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section 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, citizenship status, 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, creed, color, national origin, citizenship status, 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 all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the 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.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the Agency declaring the Contractor to be non-responsible.

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 practices in violation of Title VIII of the Administrative Code;

36.5.2 Every agreement between the Contractor and its Subcontractors in excess of $50,000 shall include a provision that the Subcontractor shall not engage in any unlawful discriminatory practices as defined in Title VIII of the Administrative Code (Section 8-101 et. Seq.);

36.5.3 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 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 REQUIREMENTS

37.1 Minimum Wages: 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. Minimum wages shall be the rates fixed by Federal and State Law. The Contractor shall maintain employment and payroll records that comply with the requirements of the Fair Labor Standards Act.

37.2 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 For any breach or violation of either Working Conditions (Article 37.2) and Minimum Wages (Article 37.1), the party responsible therefore 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 suits brought by the Corporation Counsel in the name of the City, in addition to damage for any other breach of this Contract, 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 Commissioner 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 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. SITE LAMINATED IDENTIFICATION BADGES.

The Contractor shall provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). 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 and Homeowner during the performance of the Work.

## ARTICLE 39. DUST HAZARDS

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 in the sole discretion of the City.

End of Chapter.

## CHAPTER IX - PAYMENTS

### ARTICLE 40. PAYMENT FOR A JOB ORDER

The City shall pay, and the Contractor agrees to accept, in full consideration for the Contractor's performance of each Job Order and Detailed Scope of Work subject to the terms and conditions hereof, the lump sum price including the Unit Price and Non-Prepriced costs set forth in each Job Order.

### ARTICLE 41. SUBMISSION OF JOB ORDER PAYMENT REQUEST

41.1 Upon completion of a Job Order, including return of any of the Homeowner's or Occupant's furniture stored by the Contractor, the Contractor shall submit a Job Order Payment Request to the Project Manager for the work completed. The Contractor shall submit a maximum of one Job Order Payment Request per Job Order but a Job Order Payment Request can include multiple Job Orders. The Contractor shall submit a maximum of one Job Order Payment Request per two week period (14 Day period), and shall consist of the individual Job Order Payment Requests that have been accepted pursuant to the Contract and not previously submitted. Contractor shall include with each Job Order Payment Request the following:

a. An invoice that includes a document summarizing of the total cost of each Job Order listed by Dwelling address

b. Final Acceptance of Job Order Work

c. Final Signed Inspection Form Copy of all Required Permits

d. Daily Sign-In Sheets for Contractor and any Sub-Contractors

e. Payment Approval and Tracking Sheet

f. Verification of Payment to Subcontractors

g. Verified statement of claims of any and all alleged claims against the City, and any pending dispute resolution procedures in accord 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 27 and 28) 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.

h. as security for faithful performance of its obligations under Article 24, a deposit of a sum equal to one (1%) of the price of the Job Order 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. In lieu of such deposit, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct one (1%) percent of the payment, which shall be deemed the deposit required.

41.2 Upon review and approval of the Job Order Payment Request, the City shall pay to the Contractor the approved amount applicable to each such Job Order. The City may at all times reserve and retain out of said payments, all such sum or sums which by the terms hereof or by any act of the Legislature of the State of New York, or of any ordinance of the City passed prior to the date hereof, it is, or may be, authorized to reserve and retain. No payments shall be made for a Job Order that has not been issued a written determination of Final Acceptance.

## ARTICLE 42 AUDIT BY THE DEPARTMENT'S ENGINEERING AUDIT OFFICER (EAO) AND THE COMPTROLLER OF THE CITY OF NEW YORK

42.1. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the Department's EAO and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said EAO and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto. The Contractor is advised that all Change Orders (including negotiated ones) are also subject to the EAO's audit.

42.2. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Department's EAO and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department's EAO and the Comptroller as they consider necessary.

42.3 All books, vouchers, records, reports, canceled checks and any and all similar material may also be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City.

42.4 The Contractor shall not be entitled to payment for Work until all requirements have been satisfactorily met.

42.5 The Contractor shall comply with the provisions concerning audits in Article 5 of Appendix B.

## ARTICLE 42A CONSTRUCTION CONTRACTOR EVALUATION PROVISION

The Contractor's performance shall be evaluated by the City no later than 120 days after the last day of each 12 month period following the issuance of the first Job Order ("interim evaluation"). The Contractor's performance shall additionally be evaluated within no later than 120 days after the contract's expiration, completion, or termination date ("final evaluation"). Where the interim and final evaluation are to be performed within the same 120 day period, only the final evaluation need be performed. A copy of each evaluation will be sent to the Contractor not later than 15 calendar days after the evaluation had been prepared, and the Contractor may respond in writing to the performance evaluation. Such responses shall be submitted to the Evaluator not later than 15 calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond to a less than satisfactory evaluation may result in review of Contractor's performance when a bid is evaluated, without the benefit of Contractor's response to the evaluation.

## 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 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 Job Order Payment Request, which includes a proper invoice, to receive payment.

43.3 Determination of interest due will be made in accordance with the PPB Rules.

43.4 The Invoiced Received or Accepted ("IRA") date is the date the Contractor's Job Order Payment Request is approved by the Department.

43.5 If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).

43.6 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.

43.6.1 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 section 43.6 herein, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at a 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 NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the Contractor by the City and shall end on the date on which payment is made.

43.7 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or suppliers 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 REQUEST FOR PAYMENT

45.1 The Contractor shall include in its final Job Order Payment Request the documents required by Article 41 together with any additional certificates and documents required by the Director of HRP and the email address required pursuant to Article 24.1. The Contractor shall submit its final Job Order Payment Request within 90 days or within such additional time as may be granted by the Commissioner in writing. If the Contractor fails to timely submit all required certificates and documents, no payment of the balance claimed shall be made to the Contractor

45.2 Verified Statement of Claims: The Contractor shall also submit with the final Job Order Payment Request a final verified statement of any and all alleged claims against the City, and any pending dispute resolution procedures in accord 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 27 and 28) 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 Corporation Counsel of the City 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 27 and 28. Nothing contained in this Article, is entitled to or shall relieve the Contractor from the obligation of complying strictly with Articles 27 and 28. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the final payment in connection with a Job Order, will have waived any such claims.

## ARTICLE 45A. FINAL PAYMENT ON THE CONTRACT

45A.1 Preparation of Final Voucher: With regard to the final payment at the end of the Contract period, upon determining the balance due other than on account of claims, the Department will prepare and certify, for the Commissioner's approval, a voucher for final payment on the overall Contract in that amount less any and all deductions authorized to be made by the Commissioner under this Contract or by Law.

45A.1.1 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 under this Contract, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.

45A.2 The Contractor acknowledges that nothing contained in this article 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 for the Contract, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to 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 such Contract and the Work done thereunder, and for any prior act, neglect or default on the part of the City or any of its officers, 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 requisitions pursuant to Articles 44 and 45.

46.2 The Contractor is warned that the execution by it of a release, in connection with the acceptance of a final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the Commissioner from the final requisition or by the Comptroller from a 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 officer, agent or employee of the City to the contrary notwithstanding.

46.3 Should the Contractor refuse to accept a 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 from commencing an action for breach of Contract under this provision to the extent permitted by Law and by the terms of the Contract 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 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. NOT USED.

End of Chapter

## 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 the Director of HRP; 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 Director of HRP; 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 Job Order 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 Director of HRP; or if

48.1.6 The Contractor shall fail to satisfactorily complete Work on Job Orders for at least 90 Dwellings in more than one three-month period or such lesser amount assigned by the City; or if

48.1.7 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

48.1.8 The Contractor fails to secure and maintain all required insurance; or if

48.1.9 A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if

48.1.10 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

48.1.11 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

48.1.12 The Commissioner shall be of the opinion that the Work cannot be completed within the time 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

48.1.13 The Work is not completed within the time provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if

48.1.14 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, a Job Order, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made.

48.1.15 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.

48.1.16 The Contractor is in default of the Tri-Party Agreement.

48.2 Before the Commissioner shall exercise his/her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Days notice.

## ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare 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 a lawsuit 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 all Sites.

50.2 Contractor shall remove all plant, materials, equipment, tools, and supplies then on such Sites and place such items at the location designated by the City unless otherwise directed to by the Director of HRP or a Project Manager.

50.3 Before quitting the site, Contractor shall remove all construction-related debris from the Dwellings where Work is in progress unless otherwise directed to by the Director of HRP or a Project Manager.

## 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 an Other Contractor, 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 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, for a Job Order or any portion thereof, 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 provision of this Chapter X, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

## ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the Contractor in default pursuant to this Chapter X, the Commissioner shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted Work that remains after the Job Order Completion Time. A written notice of the exercise of this right shall be sent to the Contractor who shall immediately quit the Site in accordance with the provisions of Article 50.

54.2 The previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

54.4 The expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, shall be charged against and deducted out of monies which have been earned by the Contractor prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor.

End of Chapter

## 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 55A. CONFIDENTIALITY

55A.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Article 55A.2, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Article to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

55A.2 The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, Subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting

agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

55A.3 The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

55A.4 The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information.

55A.5 At the end of six years from the date of final payment or the date of earlier termination, Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its Subcontractors. If the Contractor or its Subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information.

55A.6 A breach of this Article shall constitute a material breach of this Contract for which the Department may terminate this Contract. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

## 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 lawsuit, 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 lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date of Final Acceptance of the Job Order from which the lawsuit or claim arose; except that:

56.2.1 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 becomes due and payable hereunder; and

56.2.2 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such lawsuit shall be commenced within six (6) months of the date the Commissioner exercises said right.

## ARTICLE 57. INFRINGEMENT

The Contractor shall be solely responsible for and shall indemnify the City against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the Work, including all costs and expenses which the City shall or may incur or be obligated to pay by reason thereof.

## ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, 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. SERVICES OF NOTICES

59.1 The Contractor hereby designates the business 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. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as the date of such delivery or deposit.

59.2 Such address 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. LIMITED DEFENSE AND INDEMNIFICATION; ESCALATION

60.1 The rehabilitation of Dwellings, which are privately owned, is not a “public work” as that term is used in Labor Law section 220. The Contractor shall not be required to pay its workers prevailing wages for the Work unless there is a final judicial determination that Labor Law section 220 applies to the Work.

60.2 If a court makes a final determination, not subject to appeal, that Labor Law section 220 requires the Contractor to pay prevailing wages and that Article 8 of the Labor Law is applicable to this Work, the ACCO shall issue a change order, pursuant to Article 25, that (i) increases the prices paid to the Contractor in order to pay workers covered by Labor Law section 220 the amount required by prevailing wage schedule issued by the Comptroller and in effect at the time the Work was or is performed and (ii) requires compliance with Article 8 of the Labor Law. The Contractor shall pay workers covered by Labor Law section 220 the difference between wages paid and the amount required pursuant to the Labor Law. Based on the employment and payroll records required by Article 37.1, the City shall reimburse the Contractor for the difference between the hourly rate paid and the amount required by such prevailing wage schedule and shall pay such difference as is applicable for the remainder of the Term.

60.3 The City shall defend and indemnify the Contractor for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising out of any dispute concerning the applicability of Labor Law section 220 to the Work. For the avoidance of doubt, the defense and indemnification in this Article 60.3 shall not apply to any claim that the Contractor has failed to act in accordance with applicable Law, including that the Contractor has failed to comply with Labor Law section 220 subsequent to a final judicial determination that Labor Law section 220 applies.

## ARTICLE 61. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT & ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 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.

61.2 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

62.1 Pursuant to this Contract, the Contractor agrees to sell 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 and rehabilitation Work covered by this Contract. 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). 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 The Contractor may include in its bid the cost to the Contractor of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on tangible personal property incorporated into the Dwellings. The Contractor and its Subcontractors shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on tangible personal property and leased tools, machinery, equipment or other property.

62.3 The Contractor shall not charge taxes to the City for services, including but not limited to, labor and profit.

## ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a City governmental Agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental Agency

that is a party in interest to the transaction, submitted bid, submitted proposal, Contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental Agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, Contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental Agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental Agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, Contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

63.4 The Commissioner whose Agency is a party in interest to the transaction, submitted bid, submitted proposal, Contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing may, upon granting the adjournment, suspend any Contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the City incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the Commissioner may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any Contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City Contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, Work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also

consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its Contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term “license” or “permit” as used herein 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 herein 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 herein 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 herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

## ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract, a Job Order, or a portion of a Job Order, by written notice to the Contractor. In the event of such 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 and Homeowner'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 Dwelling or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this article, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1(b) For non-cancelable material and equipment, less salvage value, that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the lesser of:

64.2.1(b)(i) The direct cost, as defined in Article 64.2.5; or

64.2.1(b)(ii) The fair and reasonable value, whichever is less, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the Contractor shall be paid five (5%) percent of Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.2 Unit Price Items: On all Unit Price items the City will pay the Contractor the sum of Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this Contract:

64.2.2(a) For all completed units, the Unit Price stated in the Contract, and

64.2.2(b) For units that have been ordered but are only partially completed, the Contractor will be paid:

64.2.2(b)(i) A pro rata portion of the Unit Price stated in the Contract based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.3 In no event shall any payments under this article exceed the Contract price for such items.

64.4 All payments pursuant to this article shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the City.

64.5 The City may deduct or set off against any sums due and payable pursuant to this article, 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 shall not impair or otherwise effect the City's right to assert any claims it may have against the Contractor in a plenary action.

64.6 A termination for convenience shall not limit or impair the City's rights to seek damages for any breach of the Contract.

## ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This Contract shall be deemed to be executed in the City of New York, State of New York, 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 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 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 United States 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 State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the City and

State 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 State Court of competent jurisdiction in the City.

65.3 If any provision(s) of this article 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 Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce 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, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.

66.3 The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the Comptroller thereunder.

## ARTICLE 67. NOT USED.

## ARTICLE 68. ANTITRUST

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 and rules, 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 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. LOCAL RESOURCES

The City encourages the Contractor to understand the local community and use local resources where appropriate.

## ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

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; RESTRICTIONS

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.

72.2 The Contractor and its Subcontractors shall not request payment from the Homeowner for any Work on a Dwelling pursuant to this Contract.

72.3 The Contractor is prohibited from performing or soliciting home improvement work, as the term "home improvement" is defined in section 20-386(2) of the New York City Administrative Code, on a Dwelling on which it performed Work pursuant to the HRP until the conclusion of the HRP. Contractors shall include in all Subcontracts a provision prohibiting its Subcontractors from performing or soliciting home improvement work, as the term "home improvement" is defined in section 20-386(2) of the New York City Administrative Code, on a Dwelling on which the subcontractor performed Work pursuant to the HRP until the conclusion of the HRP. The Commissioner or Director of HRP may waive this restriction upon a request by the Contractor if it is in the best interest of the City and/or the Homeowner.

## ARTICLE 73. MERGER CLAUSE

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. NO THIRD PARTY RIGHTS

The provisions of this Contract shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

## ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 Maximum Contract Values. The Department shall pay the Contractor an amount not to exceed thirty million dollars ($30,000,000) for all Work provided under this requirements Contract. The City does not guarantee that the value of Job Orders issued to the Contractor will total the maximum contract amount. This Contract shall not obligate the Department beyond the dollar amount designated as the maximum contract amount, and the City shall not issue Job Orders exceeding the maximum contract amount, in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

75.2 Method of Calculating Compensation. The price of each Job Order shall be the sum of the Unit Prices and Non-Prepriced Items, calculated as follows:

i. The sum of the following calculation for each Unit Price: the Unit Price Item multiplied by the quantity multiplied by the Unit Price Item Adjustment Factor set forth in Schedule A; plus

ii. The sum of all Non-Prepriced Items, except those specifically exempt from mark-up (such as application and filing fees) multiplied by the Non-Prepriced Adjustment Factor set forth in Schedule A.

b. Preparation of Non-Prepriced Item Cost Proposal. Where Non-Prepriced Tasks are identified during the Joint Scope Meeting and itemized on the Detailed Work Order, the Contractor shall submit a scoping document including a cost proposal for Non-Prepriced tasks. The City's determination as to whether an item is a Unit Price Item or a Non-Prepriced Item shall be final, binding and conclusive as to the Contractor. The Non-Prepriced scoping document and cost proposal shall be submitted no later than 14 days from the date of the Joint Scope Meeting. The Contractor shall demonstrate that the proposed price is reasonable. No payment for a Non-Prepriced Item shall be made unless the price is approved by the Engineer. The cost proposal shall include as a minimum, the following information:

i. Catalog cuts, specifications, technical data, calculations, drawings, or other information as required to evaluate the proposed item.

ii. If the Contractor will perform the Work with its own forces, it shall submit three independent quotes for all material and equipment to be installed. If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. If three quotes or bids cannot be obtained, the Contractor will provide reason in writing for the City's approval. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not reasonable.

iii. The final price submitted for Non-Prepriced Items shall be according to the following formula:

a. Reasonable Labor Costs (including built-up labor rates)
b. Direct Material Costs (supported by three quotes)
c. Direct Equipment Costs supported by equipment amortization data
d. Subcontractor Costs (supported by three quotes)
e. Other Non-Prepriced Items approved herein
f. Total Cost of Non-Prepriced Item = (a +b +c+d+e)* (Contractor's NPP Adjustment Factor)

c. After a Non-Prepriced Item is used on three separate Job Orders, the Unit Price for such item will be established, following approval by the City, and

fixed as a permanent Unit Price Item which will no longer require price justification. There are two Adjustment Factors for this Contract including the Unit Price Adjustment Factor and the Non-Prepriced Adjustment Factor. When preparing a proposal, the Contractor shall select the appropriate Adjustment Factor for each task.

d. The Unit Price Adjustment Factor will be adjusted on the first anniversary of the bid date, and each 12 months thereafter, in accordance with the Cost Construction Index as published in ENR, pursuant to the set forth below. This provision provides a means to update the base year Adjustment Factor to the subsequent year adjustment factor by using actual escalation/de-escalation as measured by the Construction Cost Index (CCI) published in the ENR.

    1. The originally bid Adjustment Factors are valid for the first 12 months following the bid date.
    2. CCI indices are published monthly. The "base year" for the purposes of this clause is the 12 months prior to the bid date. The "base year index" is determined by summing the monthly CCI indices for each of the 12 months of the "base year" and dividing by 12. The result is the average CCI for the "base year."
    3. The "first adjustment period" for the purposes of the clause is the 12 months following the bid date. The "first period extension index" is determined by summing the monthly CCI indices for the first year and dividing by 12. The result is the average CCI for the "first adjustment period."
    4. The update percentage for the "first adjustment period" is determined by dividing the "first period extension index" by the "base year index." The new adjustment factors are determined by multiplying the update percentage by the original Adjustment Factors.
    5. The update for subsequent periods is determined by the same procedure as described above. The "base year" shall be used for all subsequent years.
    6. All the above computations shall be rounded to four (4) decimal places.

e. The Non-Prepriced Adjustment Factor shall not be adjusted for the duration of the Contract.

f. The current Adjustment Factors shall be used for all Job Orders, including Job Orders outside of the Contractor's Region listed in Schedule A.

g. The cost of expediting services and equipment use fees are not reimbursable.

h. If the Contractor is required to pay an application fee for any filings related to the Job Order, a fee to obtain a building permit, or any other permit fee to the City of New York or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Non-Prepriced Item to be Without Mark-up. In addition, the City shall not pay a mark-up on Non-Prepriced items listed in the

Specifications as a "Non-Prepriced Item without a Mark-Up" (e.g., temporary storage) and items in the Specifications that clearly state that no mark-up is allowed.

END OF ARTICLES
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## SIGNATURE OF THE CONTRACT

**IN WITNESS WHEREOF,** the Commissioner, on behalf of the City of New York and the Contractor, have executed **THREE COPIES of this contract, first part of which are to remain with the Commissioner, second part to be filed with the Comptroller of the City, and the third part to be delivered to the Contractor.**

THE CITY OF NEW YORK

BY _____

COMMISSIONER

Rockaway Beach Blvd. Construction Co., LLC.

(Name of Contractor)

BY _____

AUTHORIZED OFFICER OF THE FIRM or CORPORATION

(Where the Contractor is a Corporation, add):

Attest:

_____(Seal)

SECRETARY

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## ACKNOWLEDGMENT BY CORPORATION

State of New York, County of ss.:

On this _____ day of _____, _____

before me personally came _____
who being by me duly sworn, did depose and say that he resides in

the City of _____; that he is the _____

of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

## ACKNOWLEDGMENT BY COMMISSIONER

State of New York, County of Queens ss:

On this 18th day of July, 2013

before me personally came Mary F. Pazan

to me known and known to me to be the ACCO ~~Commissioner~~ of the Department Environmental Protection of the City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Commissioner for the purposes therein mentioned.

Melissa S Siegel
Notary Public or Commissioner of Deeds

MELISSA S. SIEGEL
Notary Public, State of New York
No. 02SI4832255
Qualified in Queens County
Commission Expires July 31, 2013

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## ACKNOWLEDGMENT BY PARTNERSHIP

State of New York, County of Queens ss.:

On this 17th day of July, 2013

before me personally came Gerard Ramski, to be known

and known to me to be a member of Rockaway Beach Blvd Const Co LLC, the firm described in and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

MAIKO SAKURAI
NOTARY PUBLIC, State of New York
No. 01SA6231237
Qualified in Queens County
Commission Expires November 22, 2014

Notary Public or Commissioner of Deeds

## ACKNOWLEDGMENT BY INDIVIDUAL

State of New York, County of ss.:

On this _____ day of _____, _____

before me personally came _____

to me known and known to me to be the same person described and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same for the purposes therein mentioned

Notary Public or Commissioner of Deeds

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## AUTHORITY

MAYOR'S CERTIFICATE NO. CBX_____ DATED: _____

BUDGET DIRECTOR'S CERTIFICATION NO. CP/CAS _____ DATED:_____

## APPROPRIATION

COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to: 1.5580 with a not to exceed amount of Thirty Million Dollars.

1.5580 with a not to exceed amount of $30,000,000.00

is chargeable to the fund of the Department of Environmental Protection code(s):

E500-600-005

I hereby certify that the specifications contained herein comply with the terms and conditions of FY 14 BUDGET.

Commissioner of the Department of Environmental Protection

## COMPTROLLER'S CERTIFICATE

The City of New York _____,_____

In pursuance of the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this contract sufficient to pay the estimated expense of executing the same, viz.:

Comptroller

SCHEDULE A

GENERAL CONDITIONS TO

NYC HOUSES REHABILITATION PROGRAM CONTRACT

(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

| | |
|---|---|
| CONTRACT VALUE | Requirements contract not to exceed $30,000,000 |
| INFORMATION FOR BIDDERS<br><br>Bid Bond | $1,500,000 |
| ADDRESS FOR NOTICES TO BE SENT TO THE DEPARTMENT<br><br>All notices sent to the Department pursuant to this Contract shall be addressed to the address to the right. | Agency Chief Contracting Officer<br>Department of Environmental Protection<br>59-17 Junction Blvd<br>Flushing, New York 11373 |
| CONTRACT ARTICLE 3.<br>LOCATION OF THE WORK<br><br>Work shall be assigned to the Contractor on Dwellings located in the region indicated to the right. Work may be assigned to the Contractor in additional regions. | Region 7<br><br>[To be filled in by DEP.] |
| CONTRACT ARTICLE 3.<br>TERM | The date of registration pursuant to Charter section 328 through May 31, 2015 |
| CONTRACT ARTICLES 3B, 15, 17 & 24.<br>LIQUIDATED DAMAGES<br><br>(a) If the Contractor fails to complete the Detailed Scope of Work for a Job Order within the Job Order Completion Time plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to | (a) $500 for each consecutive calendar day over Job Order Completion Time |

| | |
|---|---|
| the City the amount indicated to the right.<br><br>(b) If the Contractor fails to list a Subcontractor and/or to report Subcontractor payments beyond the time frames set forth herein or in the notice from the City, the Contractor shall pay the City the amount indicated to the right.<br><br>(c) If the Contractor fails to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice of Joint Scope Meeting, Contractor shall pay the amount indicated to the right.<br><br>(d) If the Contractor fails to arrive at the appointment to review maintenance and guaranty Work within 30 minutes of the scheduled time, Contractor shall pay the amount indicated to the right. | (b) $100 per day for each day beyond the time frames set forth herein or in the notice from the City.<br><br>(c) $500 for arriving late or not attending the Joint Scope Meeting.<br><br>(d) $500 for arriving late or not attending the appointment to review maintenance and guaranty Work. |
| ARTICLE 20<br>PERFORMANCE AND PAYMENT BONDS | **Contractor shall obtain performance and payment bonds for not less than $5,000,000 and shall adjust the amount of the bonds in increments of $5,000,000—on its own action or at the direction of the City—as the value of the Work is increased so that at all times, the value of the performance and payment bonds is equal to or exceeds the price to be paid for all Job Orders assigned to the Contractor.** |
| CONTRACT ARTICLE 22.<br><br>(Per Directions Below) | |
| CONTRACT ARTICLE 24.<br>MAINTENANCE & GUARANTY PERIOD | 1 Year after Final Acceptance of the Contractor's final Job Order |
| CONTRACT ARTICLE 24.<br>SECURITY FOR MAINTENANCE & GUARANTY<br><br>As security for the faithful performance of its obligations, the Contractor, upon filing its Job Order Request, the City shall withhold a sum equal to the percentage of the Job Order price indicated to the right. | 1% of the value of the Job Order certified for payment in all Job Order Requests. |

| CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR | |
|---|---|
| Pursuant to Article 75, for each satisfactorily completed Job Order, the Contractor shall be paid the sum of the Unit Prices multiplied by the Unit Price Adjustment Factor plus the Non-Prepriced Items multiplied by the Adjustment Factor for Non-Prepriced Items. | 1.6225 Unit Price Adjustment Factor<br><br>1.3000 Adjustment Factor for Non-Prepriced Items<br><br>[To be filled in by DEP based on the winning bid.] |

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in 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 | $5,000,000 per occurrence<br><br>$10,000,000 per project aggregate applicable to this Contract<br><br>$10,000,000 completed operations (required for three years after Final Completion of Contractor's last Job Order)<br><br>Additional Insureds:<br>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<br><br>2. all Homeowners. |
| ■ Workers' Compensation Art. 22.1.2<br>■ Disability Benefits Insurance Art. 22.1.2<br>■ Employers' Liability Art. 22.1.2 | Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.<br><br>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 (4) 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. |
| ■ Commercial Auto Liability Art. 22.1.3 | $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. 22.1.4 | $3,000,000 per occurrence<br><br>$3,000,000 aggregate<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br><br>2. all Homeowners. |

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

## PART III. BROKER'S CERTIFICATION

[Note to Contracting Agency: Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

### CERTIFICATION BY BROKER

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

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Email address of broker (typewritten)]

_____
[Phone number/Fax number of broker (typewritten)]

_____
[Signature of authorized official or broker]

_____
[Name and title of authorized official (typewritten)]

State of .....)
) ss.:
County of .....)

Sworn to before me this _____ day of _____ 20___

_____
NOTARY PUBLIC FOR THE STATE OF _____

# REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau**
**212-825-5959**

**or by mail or in person at:**

**DEPARTMENT OF INVESTIGATION**
**80 MAIDEN LANE, 17th FLOOR**
**NEW YORK, NEW YORK 10038**
**Attention: COMPLAINT BUREAU**

**or file a complaint on-line at:**
**www.nyc.gov/doi**

*All communications are confidential.*

## THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over $100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

# HURRICANE SANDY CDBG-DR APPENDIX

N O T I C E

THIS DOCUMENT CONTAINS CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS, ALONG WITH APPENDIX B, WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART BY CDBG-DR FUNDS APPROPRIATED PURSUANT TO THE DISASTER RELIEF APPROPRIATIONS ACT OF 2013 (P.L. 113-2). IT MUST BE ANNEXED TO ALL SUCH CONTRACTS ALONG WITH A LINK TO HUD DOCKET NO. FR056960-N-01 (MAR. 5, 2013) AND APPENDIX B, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

ARTICLE 1. DEFINITIONS

The definitions in Article 1 of Appendix B apply to this Hurricane Sandy CDBG-DR Appendix.

ARTICLE 2. ADMINISTRATIVE CAP

Pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2) and Section VI(A)(10)(b) of HUD Docket No. FR056960-N-01, attached, a Subrecipient shall not be reimbursed for general administration costs that exceed five percent.

ARTICLE 3. FLOOD INSURANCE

Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR056960-N-01.

ARTICLE 4. CIVIL RIGHTS REQUIREMENTS

Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 5. RELIGIOUS ORGANIZATIONS

In addition to the provisions in Article 2(m)(iv) of Appendix B, which cover a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, payment may be authorized for a portion of eligible rehabilitation or construction costs attributable to the non-religious use of a facility that is not used exclusively for religious purposes, pursuant to Section VI(A)(4)(c) of HUD Docket No. FR056960-N-01.

ARTICLE 6. QUARTERLY REPORTS

The reports required by Article (5)(b) of Appendix B shall be provided by the Contractor or Subrecipient to the City on a quarterly basis, pursuant to Section VI(A)(2)(e) of HUD Docket No. FR056960-N-01.

ARTICLE 7. CONSTRUCTION STANDARDS

The Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.

ARTICLE 8. PROGRAM INCOME

To the extent deemed necessary by the City, the Program Income provisions set forth in Article 2(1) of Appendix B may be waived and instead the City may apply the alternative program requirements set forth in Section VI(A)(17)(a)-(b) of Docket No. FR056960-N-01, which concern the definition of program income. In such event, the alternative requirements shall be set forth in the Subrecipient Agreement.

ARTICLE 9. PERFORMANCE REQUIREMENTS AND LIQUIDATED DAMAGES

Contractor and or Subrecipient shall be subject to the performance requirements and liquidated damages set forth in the Agreement.

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**[Docket No. FR-5696-N-01]**

**Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy**

**Available On-line at**
**http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF**

# APPENDIX B

## N O T I C E

THIS PACKAGE CONTAINS SUPPLEMENTARY GENERAL CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (P.L. 93-383) AS AMENDED. IT MUST BE ANNEXED TO ALL SUCH CONTRACTS, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

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**ARTICLE 1**

DEFINITIONS

As used in this Contract:

(a) "Act" means Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

(b) "Agency" and/or "Recipient" means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) "City" means the City of New York.

(d) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(e) "Contractor" and/or "Subrecipient" means the entity or entities executing this Agreement, other than the Agency.

(f) "Grant" means Community Development Block Grant Program funds provided to the Contractor through the City of New York and by the Federal Department of Housing and Urban Development.

(g) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(h) "Program" means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(i) "Subcontractor" means any person, firm or corporation, other than employees of the Contractor, or another Subcontractor who is engaged by the Contractor to furnish labor or labor and materials at the site of the work performed under this agreement.

**ARTICLE 2**

FEDERAL CONDITIONS

This Agreement is subject to:

(a) Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor. In this regard, the Agency is under no obligation to make any payments to the Contractor, and shall not make any such payment, and the Contractor shall not commence performance, until:

(i) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and;

(ii) the Contractor has been notified of such instructions by the Agency. Furthermore, the Contractor and the City mutually agree that the Contractor shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor for any costs incurred in violation of this provision.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.

(c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107 which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.

(d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this agreement. The provisions of this Article 2(d) shall be incorporated in and made a part of all subcontracts executed in connection with this agreement.

(e) Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448). Pursuant to 24 CFR § 135.38, the Contractor agrees to the following:

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement

certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(f) Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

(g) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.

(h) Consistent with 24 CFR § 570.614, the Contractor warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

(i) The Historic Preservation Act of 1966 (P.L. 89-665; 16 U.S.C. §§ 470 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

(j) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24.

(k) Uniform Administrative Requirements.

(i) Subrecipients that are governmental entities, including those that are public agencies or authorities, shall comply with the following:

a. Federal Office of Management and Budget (OMB) circular A-87, Cost Principles for State, Local and Indian Tribal Governments;

b. Federal Office of Management and Budget (OMB) circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03);

c. The sections of 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, that are set forth in 24 CFR § 570.502(a).

(ii) Subrecipients, except those which are governmental entities, public agencies or authorities, shall comply with the following:

a. Federal Office of Management and Budget (OMB) circular A-122, Cost Principles Non-Profit Organizations;

b. In the event that the Contractor is an educational institution, Federal Office of Management and Budget (OMB) circular A-21, Cost Principles for Educational Institutions;

c. The sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, that are set forth in 24 CFR § 570.502(b). The provisions of 24 CFR Part 84 implement OMB circular A-110;

d. Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03).

e. Execution of a subrecipient agreement.

(iii) Contractors shall comply with the provisions of 24 CFR Part 85 and 48 CFR Part 31, as applicable.

(l) The Contractor agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of

Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

(m) If the Contractor is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Contractor agrees that in connection with services to be provided under this Agreement:

(i) it shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

(ii) it shall not discriminate against any person applying for such public services on the basis of religion or religious belief and shall not limit such services or give preference to persons on the basis of religion or religious belief.

(iii) it shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

(iv) it shall not use CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under 24 CFR Part 570. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in 24 CFR Part 570. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property is subject to 24 CFR § 570.200(j)(5).

(n) Executive Order 11246, as amended, and the implementing regulations contained in 41 CFR Chapter 60, as amended, prohibit discrimination in employment due to race, color, religion, sex or national origin during the performance of all Federal or federally assisted contracts.

(i) During the performance of this Agreement the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion or national origin.

c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other Agreement or understanding, a notice to be provided by the Agency contracting officer, advising the labor union or worker's representatives of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted Construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Article 2(n) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(o) The Contractor agrees that if it enters a Construction subcontract as part of its Agreement with the City, and this Construction subcontract is for an amount more that $10,000, the notice found at FEDERAL EXHIBIT 1 of this Agreement must be included in that Construction subcontract.

**ARTICLE 3** ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following requirements in addition to those set forth in Article 2.

(a) Federal Labor Standards: The Contractor will comply with the following:

(i) The Davis-Bacon Act (40 U.S.C. §§ 3141 *et seq.*): In Construction contracts involving an excess of $2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

(ii) Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 *et seq.*), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction Agreement costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

(iii) The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

(iv) The more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(v) The provisions of Article 3(a) of this Agreement shall be included in all subcontracts for work in connection with this Agreement.

(b) Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.**

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period,

and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction work is performed.
   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
   h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ARTICLE 4**

NONDISCRIMINATION

(a) The Contractor shall not, in any Program or activity receiving funds under this Agreement, discriminate against any person on the grounds of race, color, national origin, religion, sex, age, or disability. The Contractor agrees to comply with provisions of 24 CFR Part 6, 8, and 146.

**ARTICLE 5**

RECORDS AND AUDITS

(a) Records shall be maintained in accordance with requirements prescribed by HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed.

(b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:

(i) Annual Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Annual Performance Report.

(ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased real property.

(c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**ARTICLE 6**

UNEARNED PAYMENTS

Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor will be returned to the City. All interest on funds advanced to the Contractor will be returned to the City.

**ARTICLE 7**

DISBURSEMENT RESTRICTIONS

No money under this Agreement shall be disbursed by the Agency to any Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR 58.

**ARTICLE 8**

DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Contract, shall be clearly identified and readily accessible.

**ARTICLE 9**

BONDING

The Agency must receive a statement from the Contractor's chief fiscal officer or their insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount and

manner consistent with the coverage deemed necessary by the City of New York for its own employees. If the bond is cancelled or coverage is substantially reduced, the Contractor shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor until it has received assurance that adequate coverage has subsequently been obtained.

**ARTICLE 10**

ACCOUNTING SYSTEM

The Contractor shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Contractor, other provisions of the Agreement notwithstanding.

**ARTICLE 11**

COPYRIGHTS

(a) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials, including software, produced pursuant to this Agreement ("Copyrightable Materials"), shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior permission of the City. The Department may grant the contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

(c) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(d) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for materials that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the city upon execution of this Agreement.

(e) HUD reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, display, perform, distribute, or otherwise use, and to authorize others to use, for Federal or State government purposes, the copyright in any Copyrightable Materials developed under or the rights to which are purchased under this Agreement.

(f) If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use such work for City governmental purposes.

**ARTICLE 12**

PATENTS

The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement. In addition, any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**ARTICLE 13**

SUBCONTRACTORS

(a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor. The Contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor.

(b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor.

(c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor, and the Contractor shall remain responsible therefor.

**ARTICLE 14**

SUSPENSION AND TERMINATION

(a) Where the Contractor fails to perform the work satisfactorily as enumerated in the part of this Agreement known as the scope of work, the City may withhold payment, in addition to any other remedy provided for by this Agreement. Where there is failure to comply with the Agreement terms, the City reserves the right to terminate the Agreement. The City further reserves the right to terminate the Agreement for convenience.

(b) The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

(c) If this Agreement is between the City and a subrecipient, the City may suspend or terminate the Agreement if Subrecipient materially fails to comply with any terms of this Agreement, pursuant to 24 CFR § 85.43, and for convenience, pursuant to 24 CFR § 85.44.

**ARTICLE 15**

REVERSION OF ASSETS

(a) At the Contract's expiration, the Contractor shall transfer to the City all Community Development funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development funds.

(b) Any real property under the City's or the Contractor's control that was acquired in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 or disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development funds for acquisition of, or improvements to, the property.

(c) Any real property under the City's control that was improved in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 for a period equal to the life of those improvements. The term shall be determined by the Office of Management and Budget's Office of Community Development. If the City decides to dispose of or change the use of that property so that it no longer continues to meet a national objective, the Program shall be reimbursed in the amount of the current replacement cost of those improvements, divided by the number of years of the life of the improvements, multiplied by the number of years that remain in the life of the improvements.

(d) Any real property under the Contractor's control that was improved in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 for a period of five years after the date of completion of those improvements or disposed in a manner which results in the Program being reimbursed in the amount of the current replacement cost of those improvements.

(e) Title to all equipment in excess of $150 purchased or leased pursuant to this Agreement with Community Development funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

**ARTICLE 16**

SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

(a) Placing qualified small minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**ARTICLE 17**

ENVIRONMENTAL PROTECTION

For agreements, subcontracts, and subgrants of amounts in excess of $100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, *et seq.*) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive

Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act).

**ARTICLE 18**

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

**ARTICLE 19**

(a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(b) Lobbying: The Subrecipient agrees that no funds provided will be used by it or its subcontractors in violation of 24 CFR § 87.100.

(c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR §§ 84.42, 85.36, and 570.611.

**ARTICLE 20**

BINDING AUTHORITY

If any provision in this Appendix B directly conflicts with any other provision in the Contract, the provision in Appendix B shall be controlling.

Federal Exhibits 1 and 2, are attached to, and made a part of this Appendix B.

Any subcontracts entered into pursuant to this Agreement shall incorporate the following City of New York provisions by reference, which shall be binding on every Subcontractor:

- Investigations;
- Executive Order 50; and
- Conflicts of Interest

**FED. EXHIBIT 1**

NOTICE TO BIDDERS

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CD FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction work in the covered area, are as follows:

Goals and Timetables for Minorities

| Trade | Goal (percent) | | |
|---|---|---|---|
| Electricians | 9.0 | to | 10.2 |
| Carpenters | 27.6 | to | 32.0 |
| Steamfitters | 12.2 | to | 13.5 |
| Metal Lathers | 24.6 | to | 25.6 |
| Painters | 28.6 | to | 26.0 |
| Operating Engineers | 25.6 | to | 26.0 |
| Plumbers | 12.0 | to | 14.5 |
| Iron Workers (structural) | 25.9 | to | 32.0 |
| Elevator Constructors | 5.5 | to | 6.5 |
| Bricklayers | 13.4 | to | 15.5 |
| Asbestos Workers | 22.8 | to | 28.0 |
| Roofers | 6.3 | to | 7.5 |
| Iron Workers (ornamental) | 22.4 | to | 23.0 |
| Cement Masons | 23.0 | to | 27.0 |
| Glazers | 16.0 | to | 20.0 |
| Plasterers | 15.8 | to | 18.0 |
| Teamsters | 22.0 | to | 22.5 |
| Boilermakers | 13.0 | to | 15.5 |
| All Other | 16.4 | to | 17.5 |

Goals and Timetables for Women

From April 1, 1980 until the present . . . . . 6.9

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# HEALTH AND SAFETY REQUIREMENTS

**Carter H. Strickland, Jr.**
Commissioner

**Mary F. Pazan**
Agency Chief Contracting Officer

**59-17 Junction Boulevard, Flushing, New York 11373**

# Environmental Health and Safety (EHS) Requirements

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Requirements for the Contractor and its subcontractors to provide their employees a safe and healthful work environment and for performing all work in compliance with all applicable environmental health and safety (EHS) laws, rules, and regulations.

B. Contractor Duties:

1. The EHS performance of the Contractor and its hired subcontractors is the responsibility of the Contractor. Since an effective and functioning on-site EHS team is an essential element of EHS performance, the Contractor will evaluate the performance of their on-site EHS team on a continuous basis. Where deficiencies are found, the Contractor is expected to take appropriate action up to and including removal of personnel and/or subcontractors where the contract specifications, performance goals, and the Contractor's regulatory responsibilities are not being met.

2. The Contractor will comply with all current Federal, State, City and local EHS laws, rules, and regulations, including all those that become effective during the term of the Contract, related to ensuring health and safety of employees, the protection of property and the environment.

### 1.02 DEFINITIONS

A. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees or the environment, and who has authorization to take prompt corrective measures to eliminate them. A Competent Person has stop work authority.

B. "Environmental Health & Safety Plan" (EHASP) shall mean the plan developed in accordance with all applicable EHS rules and regulations and these specifications to set forth policies and procedures to control any identified health and safety hazards or environmental impacts. Note, the plan is not to be confused with the Health and Safety Plan required under 29 CFR 1910.120 for Hazardous Waste Operations and Emergency Response (HAZWOPER).

C. "EHS Representative" is an employee of the Contractor primarily responsible for managing the Contractor's EHS responsibilities in accordance with this Specification.

D. "Hazard Analysis" shall mean a written evaluation tool, identifying the tasks to be completed, access and egress, and set up/breakdown under all expected environmental conditions. Also included is the method of work for completing these tasks, associated work hazards, and the corresponding equipment and control methods planned to prevent loss for all contracted work, including that of subcontractors.

E. "Incident" shall mean an event including, but not limited to, events involving a Contractor or subcontractor employee injury or illness, property damage, near miss, third party injury or illness, or detrimental environmental impact affecting the site, or any impact on the surrounding environment beyond the limits of the site, regulatory noncompliance, or any other health and safety issue as determined by the Project Manager.

F. "Subcontractor" shall mean a subcontractor directly contracted with the Contractor or anyone other than the Housing Recovery Program (HRP) to perform work as directed by the Contractor. All EHS performance is assignable to the Contractor; therefore all EHS control programs must cover their subcontractors.

1.03 GENERAL REQUIREMENTS

A. In fulfilling the work of this Contract, the Contractor shall at all times provide safe and healthful working conditions for all employees, including HRP personnel. The Contractor shall comply with all regulations and published recommendations of the New York State Department of Labor (NYSDOL) and all provisions, regulations and recommendations issued pursuant to the Federal Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969, as amended. All Federal, State and Local environmental laws, rules, and regulations shall be complied with as well as laws, rules, and regulations of other authorities having jurisdiction. Compliance with governmental requirements is mandated by law and considered only a minimum level of EHS performance. Where specific regulations do not adequately control an occupational hazard the Contractor is expected to fulfill its general duty obligations as required by the OSHA. Where regulations are not specific the Contractor shall consider and utilize EHS best practices and reference appropriate EHS and performance consensus standards (e.g., NFPA, ANSI, ASTM, ASME, etc.).

B. The Contractor shall be responsible for the health and safety of its employees, its subcontractors, the public and all other persons at or about the work site. The Contractor shall be solely responsible for the adequacy of all construction methods, materials, equipment and the safe and environmentally compliant prosecution of the work.

C. HRP requires a drug and alcohol free, healthful, safe and secure work environment. Contractor employees will report to work in an appropriate mental and physical condition for work. The Contractor will prohibit any

employee or subcontractor from being under the influence of any illegal drug or alcohol while at work, on duty, or operating a vehicle or construction equipment.

D. Unless otherwise approved, the Contractor shall provide at least one EHS Representative to be present whenever employees are working and should be located so as to be accessible to all work locations. This may require the Contractor to have additional EHS Representatives to allow for coverage of multiple shifts, consistent with the Contract specifications.

E. The EHS Representative's qualifications shall be in compliance with Section 1.04(A) of this specification section, submitted to and approved by the HRP Director of Safety.

F. The Contractor shall make available, Competent Persons for each work location. Competent Persons shall be responsible for ensuring Safe Work Plans (SWPs) have been prepared for each work location.

G. The Contractor's EHS Representative(s) shall be provided an appropriate office on the job site to maintain and keep available EHS records, up-to-date copies of all pertinent EHS laws, rules, regulations and governing legislation, material safety data sheets, etc.

H. The Contractor or its subcontractors, shall stop work and initiate immediate corrective action whenever a work procedure or a condition at the work site is deemed unsafe by the Contractor or HRP staff, Competent Persons, Project Manager or designee. All Contractor and subcontractor employees working on site shall report any unsafe or noncompliant work condition(s) immediately to the EHS Representative, Competent Persons, Project Manager or designee. If a stop work order is issued to the Contractor by the Project Manager for unsatisfactory EHS or environmental performance, the Contractor shall not hold HRP liable for any losses associated with the stop work order.

I. The Contractor shall prepare a SWP for each work location. The SWP shall contain a hazard analysis, identify the individuals performing the work, the individual preparing the SWP, emergency procedures and emergency contact information.

J. The SWP shall be revised whenever work conditions change and expose individuals to previously unidentified hazards.

K. The SWP shall be reviewed with individuals performing the work prior to the start of work and any time the SWP is revised.

L. The SWP shall be maintained in the work location and made available to all employees working at the work location.

M. The Contractors SWP program shall be made available to HRP staff upon request.

N. Contractors shall perform a site specific orientation prior to allowing employees work at their assigned work locations. This orientation shall communicate, at minimum, the following:

1. Hazards of the work location
2. Incident and emergency reporting and response procedures
3. Contractor specific EHS requirements
4. SWP procedures
5. EHS Representative and Competent Person contact information

O. This orientation shall be documented for each employee assigned to an HRP work location and submitted to HRP EHS staff upon request.

P. Toolbox talks or other communication shall be held daily to communicate project specific EHS issues, remind personnel of EHS requirements, or for any other EHS purpose.

Q. The Contractor's site specific EHS orientation program shall be submitted to the Project Manager and made available to HRP staff upon request.

1.04 QUALIFICATIONS

A. EHS Representatives shall have a minimum of 5 years of relevant construction experience, 2 years of which were exclusively in construction EHS management and successful completion of the following:

1. 30 Hour OSHA Construction Safety and Health training;
2. Additional training will be required to meet site specific hazards such as confined space entry, scaffolding, cranes, lead/asbestos etc.

B. EHS Representatives shall have experience with hazard identification, evaluation and controls, and be knowledgeable of all applicable EHS requirements set forth by governing laws, rules and regulations as well as Best Management Practices.

PART 2 PRODUCTS

2.01 SUBMITTALS

A. The Contractor shall submit an EHASP to the HRP Safety Manager for review and approval upon issuance of the Notice to Proceed. In no case shall work be allowed to commence without an EHASP, unless approved by the HRP Safety Manager.

1. Initial draft submission of the EHASP shall be provided as one hard copy and one electronic copy (either Word or Acrobat format) to the HRP Safety Manager and the Project Manager.
2. The EHASP submittal shall be reviewed and comments shall be provided to the Contractor upon completion of the review.
   a. The Contractor shall work with the Project Manager to address all comments in order to obtain EHASP approval.

3. Upon receipt of final approval, the Contractor shall provide one hard copy and one electronic copy (either Word or Acrobat format) of the EHASP to the Project Manager.

B. The EHASP shall be available to all of the Contractor's employees working on the project.

2.02 REPORTS

A. The Contractor shall immediately report to the HRP Safety Manager all incidents involving employee injury and illness, damage to equipment and structures, and any releases or adverse impacts to the environment as specified in the HRP Incident Reporting Protocol. The Contractor shall investigate these incidents and document on the HRP Incident Report Form. Incident investigation reports shall be submitted to HRP Safety Manager staff within 72 hours unless a time extension has been granted.

B. The Contractor must notify HRP Safety Manager and Project Manager immediately of any regulatory inspections, notices of citations and penalties, Notices of Violation (NOVs), or any other outside agency violations. In addition, the Contractor shall furnish to the Project Manager a copy of all correspondence from OSHA, NYSDEC, DOB or any other government regulatory agency, within one day of receipt, which may include employee complaints, notices of citations and penalties, environmental NOVs, etc.

2.03 EHS EQUIPMENT

A. The Contractor shall provide the proper EHS and rescue equipment, adequately maintained and readily available, for any foreseeable contingency for all employees or situations under the Contract during the performance of the work under the Contract. This equipment may include but is not limited to: proper fire extinguishers, first aid supplies, safety ropes and harnesses, stretchers, atmospheric monitoring equipment to monitor for oxygen, carbon monoxide, hydrogen sulfide, flammable/combustible gases and vapors, toxic vapors, spill pallets, spill cleanup equipment, etc. Spill kits must list contents and be sized to contain a worse case spill.

B. All equipment should be stored in protected areas and maintained and calibrated as per the manufacturer's recommendations. A log shall be maintained indicating who checked the equipment, when it was checked, and that it was acceptable. Equipment that requires calibration shall have copies of dated calibration certificates on site.

C. Substitute environmental, safety and rescue equipment must be provided while primary equipment is being serviced or calibrated.

2.04 PROTECTIVE EQUIPMENT

A. All personnel employed by the Contractor or any visitors entering the job site shall be required to wear appropriate personal protective equipment required for that Contract as specified in the SWP and the HRP Policies and Procedures. At the Project Manager's request, the Contractor, its subcontractors and visitors shall be removed from the work location if they fail to comply with this or any other EHS requirement. The Contractor shall continuously provide all necessary personal protective equipment as requested by the Project Manager for all designated representatives.

PART 3 EXECUTION

3.01 EHS STAFF DUTIES

A. EHS Representatives and Competent Persons are responsible for ensuring Contractor employees perform work safely and in an environmentally compliant manner.

B. EHS Representatives and Competent Persons are responsible for performing all tasks/activities necessary to achieve the highest degree of safety and environmental compliance that the nature of the work permits.

C. EHS Representatives and Competent Persons are also responsible to perform the following:

1. Determine that operators of specific equipment are qualified by training, certification and/or experience before they are allowed to operate such equipment. Ensure documentation of licenses, certifications and training by the approved agencies, i.e. OSHA, NYC DOB, NYC Fire Department, etc. are readily available and current, prior to start of work.

2. Post all appropriate notices regarding EHS regulations at site location(s), which afford maximum exposure to all personnel at the job site.

3. Post appropriate instructions and warning signs in regard to all hazardous areas or conditions which cannot be eliminated. Identification of these areas shall be based on experience, site surveillance, and severity of hazard. Such signs shall not be used in place of appropriate workplace controls.

4. HRP staff and their designees may perform both announced and unannounced audits of the Contractor's assigned work locations. The Contractor, if requested, shall develop and implement a plan detailing corrective actions necessary to mitigate the presence of noncompliant conditions and actions following incidents, citations,

NOVs, or identification of patterns of noncompliant conditions and acts.

5. Notify the Project Manager and HRP Safety Manager immediately of all inspections by regulatory agencies, and submit to the Project Manager and HRP staff any copies of EHS reports, citations, and NOVs from regulatory agencies and insurance companies within one workday of receipt of such reports.

6. Provide and document appropriate site specific orientation to employees, visitors, and subcontractors on communication of recognized hazards that are present at and surrounding the project.

END OF SECTION

# NYC HRP Contractor EHS Responsibilities

- Serve as the single point of contact for all projects regarding environmental, health and safety (EHS) issues.
- Submit a project environmental, health and safety plan (EHASP) to NYC HRP EHS staff for review and acceptance. The EHASP shall include hazard control programs (e.g., fall protection, ladder safety, electrical safety, etc.) and shall be revised as necessary to reflect changes in the program or work conditions.
- Review and approve all *Safe Work Plans (SWPs)* submitted for every project (send copy to NYC HRP EHS at EHS@recovery.nyc.gov).
- Ensure *Job Hazard Analyses (JHAs)* and *Hazard Identification Checklists* within the *SWPs* accurately reflect the hazards for all work activities, particularly those of higher risk.
- Ensure employees and subcontractors update their *SWP* as necessary to accommodate project changes and to provide workers with an effective hazard analysis of their work areas.
- Provide the appropriate Personal Protection Equipment (PPE) based on the *SWP* (as identified in the *EHS Equipment List*) and workers are adequately trained to use equipment.
- Ensure employees and subcontractors are qualified through training to perform assigned tasks.
- Communicate with employees and subcontractors daily as to the progress of their activities and identify hazards of upcoming work so appropriate EHS resources are provided.
- Conduct EHS inspections of construction work using the *EHS Inspection Checklist* as required to ensure subcontractor compliance with the *SWP* (send copy to NYC HRP EHS at EHS@recovery.nyc.gov).
- Report all incidents, accidents, spills and other emergencies to NYC HRP EHS at EHS@recovery.nyc.gov using the *Incident Reporting Protocol* within 24 hours.
- Provide documentation when requested by NYC HRP EHS on all serious incidents and prepare an investigation report using the *Incident Report Form* identifying root causes and corrective actions within 72 hours.
- Instruct employees and subcontractors to correct noncompliant conditions and issue stop work orders when imminent danger is observed, or in response to an incident.
- Ensure corrective actions are implemented by employees and subcontractors following inspections, incidents and releases.
- Provide Toolbox Talks to all job sites based on Lessons Learned from noncompliance reports, incidents, and releases.
- Coordinate emergency response activities for the projects in coordination with NYC HRP EHS and regulatory authorities when necessary.
- Provide recommendations on EHS management and resources to NYC HRP EHS to assist in continuously improving overall EHS performance.

# NYC HRP Incident Reporting Protocol

**Prime Contractors shall report the following to NYC Housing Recovery Program EHS following an incident:**

- Fatality or hospitalization of one or more workers
- OSHA Recordable injury or illness (typically, these are incidents requiring medical treatment beyond first aid, result in an employee's duties being restricted, or the employee cannot immediately return to work)
- Fires
- Incident causing property damage (> $1,000) or has impact upon the project schedule
- Incident requiring reporting to the DOB, OSHA, FDNY, DEC, NRC, etc.
- Release of ≥ 5 gallon of petroleum product, or
  Release of ≥ the reportable quantity (RQ) of a substance (refer to www.dec.ny.gov/regulations/2634.html)
- Crane, hoist, or other heavy equipment incident that does not result in an injury or serious damage as identified above

## Emergency Notification Protocol

NYC HRP Prime Contractors will first verify that the appropriate 911/emergency responder notifications have been made. Prime Contractors will obtain basic information about the emergency and immediately call the contacts below

1. NYC HRP 24-hour Emergency Notification Telephone at 866-382-7258
2. NYC HRP EHS contact at *(to be provided)*
3. The New York State Department of Environmental Conservation (DEC) generally applies the federal RQs for hazardous substances and also provides specific guidelines for reporting small petroleum releases (i.e., reporting is not required if <5 gallons, contained and under control, has not and will not reach the state's water or any land, and the release is cleaned up within 2 hours of discovery). All DEC reportable petroleum releases (releases not meeting the conditions above) and hazardous substance releases (except certain incidental releases) must be reported to the DEC hotline (1-800-457-7362) by the Prime Contractor.
4. If hazardous materials are involved, DEP Division of Emergency Response and Technical Assessment (DERTA) at 718-595-4646

The Prime Contractor will follow up as soon as possible, but not later than 24 hours with an email. The subject line of the email will read "NYC HRP Emergency Notification – (Project/Site Name, Contract Number, Subcontractor)." The information provided shall include the following:

- Brief description of the incident
- Location, time and date of event
- Contract number and Subcontractor involved
- Number of persons injured and severity of injuries
- Chemical or petroleum material released (for environmental releases)
- Duration and estimated quantity of material released (for environmental releases)
- Estimated environmental impact (for environmental releases)
- Names, trades of injured workers
- Name and location of the medical facility where the injured persons were taken

- Prime Contractor's call-back telephone number and the name of contact person at the site if different from Prime Contractor
- Name and title of the person reporting
- Name, title, and contact number of person for additional information (if different)
- Any other information that may be deemed important

***Note**: The email should be sent within 24 hours with basic information pertaining to the incident (identified in the information above). A follow up email providing an update of the emergency should be sent as additional information becomes available.*

1. E-mail the report to EHS@recovery.nyc.gov, and cc
    - Leigh Mulroy: LMulroy@dep.nyc.gov
    - Chris Golden: CGolden@dep.nyc.gov
    - Neil Feldscher: NFeldscher@dep.nyc.gov

2. If hazardous materials are involved, fax the report to DEP DERTA at 718-595-4690

## Incident Investigation

Once the injured workers have been taken care of and initial notifications have been made, the Prime Contractor will complete the Incident Report Form and forward to NYC HRP EHS at EHS@recovery.nyc.gov within 72 hours following the incident (unless additional time is requested and granted by NYC HRP EHS).

## Regulatory Notifications

Contractors must notify OSHA (212-337-2339 or 800-321-6742) within 8 hours of a fatality or hospitalization of 3 or more workers.

The NYC DOB requires notifications of workplace accidents and any incident involving a crane or scaffolding equipment.

## New York City Reporting

A reportable release in one of the five boroughs of New York City must be reported to DEP DERTA via DEP Emergency Communications Center 24-hour/day number (212-689-1620). A release is "reportable" whenever the quantity released exceeds the New York City "Spill Bill" RQ or "whenever release of a hazardous substance or mixture of substances in an amount less than a reportable quantity creates a risk or danger to the public health, welfare, or the environment" (15 RCNY 11-04). The NYC RQs are generally lower than the federal RQs, but some federally reportable substances are not on the city list. DERTA recommends notification if you are unsure of whether to report. Telephone notification is required as soon as possible. Written notification must be made to DERTA within 1 week.

## New York State Reporting

DEC generally applies the federal RQs for hazardous substances and also provides specific guidelines for reporting small petroleum releases (i.e., reporting is not required if <5 gallons, contained and under control, has not and will not reach the state's water or any land, and the spill is cleaned up within 2 hours of discovery). All reportable petroleum spills and most hazardous substance spills must be reported to the NYSDEC hotline (1-800-457-7362). Section 1.1 of the NYSDEC Spill Guidance Manual summarizes state and federal initial notification requirements (www.dec.ny.gov/regulations/2634.html or, if the link has changed, search the

DEC web site for document title). The DEC will advise whether a follow-up written report is required and when it must be submitted.

### Federal Reporting — National Response Center

The National Response Center (NRC) (1-800-424-8802) maintains an Operations Call Center 24 hours per day, 7 days per week and 365 days per year, at which all information is received via a toll-free number, entered directly into an on-line database system and electronically disseminated as part of the National Response System. The NRC is the single contact point for reporting all federally reportable pollution incidents. Calling the toll-free number fulfills nearly all federal requirements for reporting oil and chemical spills, spills of nuclear material, spills of chemical and biological warfare agents, train derailments, and pipeline spills. The following are thresholds that require a call to the NRC:

- Oil Spills: An oil spill from a vessel or facility operating in or along U.S. navigable waters.
- Chemical Spills: All spills of hazardous substances (including radionuclides) exceeding RQs (Table 302.4 of 40 CFR Part 302).
- Releases above the RQ require immediate notification by phone and submittal of a follow-up written report as soon as practicable

# NYC HRP EHS Incident Report Form

Select which of the following is being reported:

☐ Injury or work-related illness ☐ Regulatory event ☐ Property damage ☐ Environmental Release

| General Information | |
|---|---|
| Name of individual reporting the event: | _____ |
| Phone number of event contact person: | _____ |
| Prime Contractor name: | _____ |
| Prime Contractor contact information: | _____ |
| Contract # : | _____ |
| Email of event contact person: | _____ |

| Individual involved and their company (for work related injuries) | | | | | |
|---|---|---|---|---|---|
| Name of person: | _____ | | Company: | _____ | |
| Date of Birth: | _____ | Project Hire Date: | _____ | Occupation: | _____ |
| Hours worked prior to event: | _____ | | | | |

| Event Information | |
|---|---|
| Location of event: | _____ |
| Time of event: | _____ |
| Date of event: | _____ |
| Individuals injured and the description of those injuries below: | |
| Description of injuries | _____ |
| Chemical/Petroleum Material Release (for environmental releases) | _____ |
| Duration and quantity of material released (for environmental releases) | _____ |
| Estimated environmental impact (for environmental releases) | _____ |

# NYC HRP EHS Incident Report Form

| Event Information | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Name of the medical facility where the injured person(s) was taken: | | | | | |
| _____ | | | | | |
| Location of the medical facility where the injured person(s) was taken: | | | | | |
| _____ | | | | | |
| Describe the event (be detailed - use extra paper as needed) | | | | | |
| Fatality ☐ | Lost Work Case ☐ | Medical Treatment ☐ | Restricted Case ☐ | First Aid Case ☐ | OSHA Recordable ☐ |
| DEC/NRC/DERTA Reportable Environmental Release ☐ | | | | | |
| Description: | | | | | |

| Actions Immediately Implemented at the Time of Incident |
|---|
| _____ |

| Contributing Factors and Root Causes (use space as necessary) | |
|---|---|
| **Contributing Factor or Root Cause** | **Description** |
| Contributing Factor | |
| Contributing Factor | |
| Contributing Factor | |
| Contributing Factor | |
| Root Cause | |
| Root Cause | |
| Root Cause | |

# NYC HRP EHS INSPECTION CHECKLIST

| General Information | |
|---|---|
| Individual performing inspection: | _____ |
| Company/representing: | _____ |
| Phone # and email address of individual performing inspection: | _____ |
| Address of project being inspected: | _____ |
| Contractor(s) performing work: | _____ |

| Program Management | | | |
|---|---|---|---|
| **Inspection Criteria** | **Yes** | **No** | **Comments** |
| Has a Safe Work Plan (SWP) been prepared specifically for the work location? | ☐ | ☐ | |
| Is the SWP specific to activities being performed at the work location? | ☐ | ☐ | |
| Have competent persons been identified where required by OSHA? For example:<br>• Ladders<br>• Fall Protection<br>• Electrical Safety | ☐ | ☐ | |
| Are Toolbox Talks being performed to communicate hazards of work activities to employees? | ☐ | ☐ | |
| Have employees been provided a means of communication in case of emergency for reporting incidents, fires, releases, etc.? | ☐ | ☐ | |
| Has the nearest hospital and its location been identified and communicated to employees in the event of an emergency? | ☐ | ☐ | |

| Health and Safety Information | | | |
|---|---|---|---|
| **Inspection Criteria** | **Yes** | **No** | **Comments** |
| Have employees been provided minimum PPE (i.e. hard hats, glasses, shoes, vests, gloves, hearing protection) | ☐ | ☐ | |

| Health and Safety Information | | | |
|---|---|---|---|
| If respiratory protection is required, have employees been medically evaluated and fit-tested for use? | ☐ | ☐ | |
| Are power tools and other temporary wiring equipped with Ground Fault Circuit Interrupters? | ☐ | ☐ | |
| Have employees been provided with safe access to work areas either through platforms, ladders, scaffolds, lifts, etc.? | ☐ | ☐ | |
| Are work areas adequately illuminated? | ☐ | ☐ | |
| Have work areas been decontaminated from floodwater and other biological hazards (i.e. molds, fungi) or have employees have been provided with additional PPE to prevent skin contact? | ☐ | ☐ | |
| Have employees been provided potable water and means for cleaning their hands/skin? | ☐ | ☐ | |
| If excavation work is required, have utilities been identified prior to excavation operations? | ☐ | ☐ | |
| Are excavations being inspected by a competent person and protective systems provided for excavations > 5 feet? | ☐ | ☐ | |
| Has fall protection been provided for fall hazards > 6 feet? | ☐ | ☐ | |
| Have sources of hazardous energy been controlled (locked and tagged out) to prevent unsafe exposure to employees? | ☐ | ☐ | |

| Environmental Considerations | | | |
|---|---|---|---|
| **Inspection Criteria** | **Yes** | **No** | **Comments** |
| Has the project received an asbestos inspection certifying materials are non-asbestos containing or have asbestos containing materials been abated prior to the start of work? | ☐ | ☐ | |
| Are materials being stored and contained in appropriate containers? | ☐ | ☐ | |

| Environmental Considerations | | | |
|---|---|---|---|
| Have debris containers been provided to safely store materials being disposed? | ☐ | ☐ | |
| Are containers labeled to indicate their contents? | ☐ | ☐ | |
| Have spill kits been provided for cleaning up spills? | ☐ | ☐ | |
| Have spills been cleaned up (and reported, if necessary) upon discovery? | ☐ | ☐ | |
| Has standing water been removed from work areas? | ☐ | ☐ | |
| Are material safety data sheets (MSDSs) provided or accessible in a known location for hazardous substances being brought into work locations? | ☐ | ☐ | |
| Have contractors identified and characterized waste streams to ensure proper disposal? | ☐ | ☐ | |
| Has secondary containment been provided for containers storing petroleum and chemical substances in quantities > 5 gallons? | ☐ | ☐ | |

| Training | | | |
|---|---|---|---|
| **Inspection Criteria** | **Yes** | **No** | **Comments** |
| Have employees been provided an EHS orientation relevant to the hazards of the work being performed? | ☐ | ☐ | |
| Do employees possess training as required by regulatory authorities (e.g. OSHA, DOB, etc.)? | ☐ | ☐ | |
| Was orientation/training provided in a language capable of being understood by the trainee? | ☐ | ☐ | |

# NYC HRP Safe Work Plan

**Contractor Name:** _____
**Contract No.:** _____

**Project Name:** _____

**Work Location (if possible, provide street address):** _____

_____

**Projected Job Start Date:** _____ **Projected Job Finish Date:** _____

**Prepared by**: _____
**Phone**: _____ **Date Submitted:** _____

**Prime Contractor Reviewed:**
**Name:** _____ **Signature:** _____
**Company:** _____ **Date:** _____

All Subcontractors working at an NYC HRP location must develop a written SWP for each work site, before beginning operations. A copy of this plan must be kept on site at all times.

**PART A:**
**SAFE WORK PLAN**
**ACKNOWLEDGMENT FORM**

All Subcontractor personnel involved on this job will be briefed on the contents of this plan, and given the opportunity to question any procedures.

**PLAN ACKNOWLEDGMENT:**

**I hereby acknowledge that I have read, understand and accept the conditions outlined in this SWP and I agree to perform work on this task in accordance with this plan, safe work practices, and OSHA regulations.**

**Company Name:** _____

**Field Supervisor:**
**Name:** _____ **Signature:** _____ **Date:** _____
**Name:** _____ **Signature:** _____ **Date:** _____

**Employee Name:** _____ **Signature:** _____ **Date:** _____
**Employee Name:** _____ **Signature:** _____ **Date:** _____
**Employee Name:** _____ **Signature:** _____ **Date:** _____
**Employee Name:** _____ **Signature:** _____ **Date:** _____
**Employee Name:** _____ **Signature:** _____ **Date:** _____

## PART B:
## JOB HAZARD ANALYSIS (JHA)

**SCOPE of WORK:** Describe the scope of work at the specific location. Include methodology for accomplishing each task.

**PROJECT AREA:** Describe the project location and area. Include unique features or concerns and a site map if needed.

**MAIN POTENTIAL HAZARDS:** Identify and evaluate all major environmental, safety and health hazards that relate to the work activity.

**MAIN PROPOSED CONTROLS:** Work practices and/or emergency procedures that will be used to ensure the safety of workers, the public, other on-site personnel, and property against the main hazards identified above.

**TRAINING/HAZARD COMMUNICATION:** This should describe the training program designed for the job site to ensure that workers receive the training to work safely on that particular activity. Training should be designed based on the JHA and specific hazards identified in the Hazard ID Checklist below.

**SAMPLING AND MONITORING PLAN**: Describe plan to identify and monitor inhalation hazards, noise, skin, ingestion hazards if needed.

**SPILL REPORTING, CONTAINMENT & WASTE MANAGEMENT PLAN:**
Describe environmental site control measures, spill reporting and containment procedures and hazardous waste management, if applicable. Include SOPs for sampling, managing, and handling drums and containers. Include hazard communications procedures.

## HAZARD IDENTIFICATION CHECKLIST

| Yes | No | N/A | Hazard | Control Measure* |
|---|---|---|---|---|
| ☐ | ☐ | ☐ | Electrical Hazards | |
| ☐ | ☐ | ☐ | High Voltage Electricity (> 600V) | |
| ☐ | ☐ | ☐ | Carbon Monoxide | |
| ☐ | ☐ | ☐ | Confined Spaces | |
| ☐ | ☐ | ☐ | Chemicals or Flammables | |
| ☐ | ☐ | ☐ | Traffic Control | |
| ☐ | ☐ | ☐ | Ladders | |
| ☐ | ☐ | ☐ | Hazardous Energy (LO/TO) | |
| ☐ | ☐ | ☐ | Material Handling | |
| ☐ | ☐ | ☐ | Aerial lifts | |
| ☐ | ☐ | ☐ | Sanitation | |
| ☐ | ☐ | ☐ | Scaffolding | |
| ☐ | ☐ | ☐ | Spills or Leaks | |
| ☐ | ☐ | ☐ | Demolition | |
| ☐ | ☐ | ☐ | Power Tools | |
| ☐ | ☐ | ☐ | Pneumatic Tools | |
| ☐ | ☐ | ☐ | Hand Tools | |
| ☐ | ☐ | ☐ | Biological Hazards | |
| ☐ | ☐ | ☐ | Egress | |
| ☐ | ☐ | ☐ | Petroleum Products | |
| ☐ | ☐ | ☐ | Fall Protection (Heights > 6') | |
| ☐ | ☐ | ☐ | Utility Service Interruption (Area Clearance Req'd) | |
| ☐ | ☐ | ☐ | Interruption of any Safety System Operation (Area clearance Req'd) | |
| ☐ | ☐ | ☐ | Materials | |
| ☐ | ☐ | ☐ | Lead Contained Materials | |
| ☐ | ☐ | ☐ | Mold and Fungi | |
| ☐ | ☐ | ☐ | Eye Hazards | |
| ☐ | ☐ | ☐ | Noise | |
| ☐ | ☐ | ☐ | Head Hazards | |
| ☐ | ☐ | ☐ | Foot Hazard | |
| ☐ | ☐ | ☐ | Face Hazards | |
| ☐ | ☐ | ☐ | Hand Hazards | |
| ☐ | ☐ | ☐ | Respiratory Hazards | |
| ☐ | ☐ | ☐ | Special PPE. | |
| ☐ | ☐ | ☐ | Other _____ | |

* Control measure - engeneering controls (e.g. machine guards, ventilation), administrative controls (e.g. procedures,training) and/or personal protective equipment.

**OTHER POTENTIAL HAZARDS**: Describe additional potential hazards that may or may not be included in the table above.

_____

_____

_____

**PROPOSED CONTROLS:** Work practices, personal protective equipment, training, and /or emergency procedures that will be used to ensure the safety of workers, and on-site personnel, against the hazards identified above.

_____

_____

_____

_____

## PART C:
## EMERGENCY ACTION/FIRE PREVENTION PLAN

This section of the SWP describes potential emergencies at this site, procedures for responding to those emergencies, roles and responsibilities during emergency response, and training that workers must receive in order to follow emergency procedures. This section also describes the provisions this site has made to coordinate emergency efforts.

**NEAREST HOSPITAL:** _____

**DIRECTIONS TO HOSPITAL** *(or attach a map):* _____

_____

_____

_____

**EVACUATION PROCEDURES:**

_____

_____

_____

_____

**FACILITY ASSEMBLY AREAS:**

_____

_____

_____

_____

**NOTIFICATION PROCEDURES**

_____

_____

_____

_____

**List of Hazardous Chemicals Brought on Site by Contractor:**

| Name of Chemical | MSDS on site |
|---|---|
| | |
| | |
| | |
| | |
| | |

# PART D:

# EHS ORIENTATION OUTLINE

Contractors shall communicate information regarding the hazards of activities that are being performed. Hazards and hazard controls shall be identified through the project *Environmental, Health and Safety Plan (EHASP)* and *Safe Work Plans (SWPs).* An EHS orientation shall be performed for employees prior to starting work. This EHS orientation, at a minimum, shall include training on the EHASP and an overview of the following:

1. Electrical Safety
    a. Electrical hazards
    b. Power line safety
    c. Extension cord and powered equipment safety
    d. Ground fault circuit interrupters

2. Generator Safety
    a. Hazards associated with generator use (e.g. electricity, fires)
    b. Carbon monoxide poisoning
    c. Fire hazards
    d. Noise and vibration hazards
    e. Grounding requirements for portable generators

3. Personal Protective Equipment
    a. Minimum PPE requirements
    b. Specialized PPE
    c. PPE use and limitations
    d. Maintenance and storage considerations

4. Asbestos and lead hazards
    a. How exposure can occur
    b. Major elements of OSHA’s asbestos and lead standards
    c. Respiratory protection

5. Mold
    a. Health effects of mold exposure
    b. How to recognize mold
    c. Preventing mold growth
    d. General cleanup procedures

6. Spill prevention and response
    a. Secondary containment
    b. Spill reporting and cleanup procedures

# PART D:

# EHS ORIENTATION OUTLINE

7. Waste disposal
    a. Characterization of wastes
    b. Containerization and labeling requirements
    c. Disposal procedures

8. Fall protection
    a. Where fall protection is required
    b. Proper selection, use, and maintenance of fall protection systems
    c. Personal fall arrest systems
    d. Guarding of floor and wall openings

9. Other hazards identified as part of the EHASP or SWPs (e.g. power tool safety, lockout/tagout, excavation safety, etc.).

# PART E:

# EHS EQUIPMENT LIST

Contractors performing work as part of Hurricane Sandy recovery efforts should be capable of providing employees with the following types of equipment:

- Personal Protective Equipment (PPE)
    - Hard hats
    - Safety glasses
    - Gloves (based on activities being performed)
    - High visibility vests (when working near vehicular traffic)
    - Shoes (protective toe where crushing hazards exist)
    - Hearing protection (when working with power tools and noise > 90 dBA)
    - Respirators (where permissible exposure limits are exceeded)
    - Fall protection harnesses and lanyards (personal fall arrest systems)
    - Tyvek suits

- Spill cleanup kits
- Ground fault circuit interrupters (GFCIs)
- Voltage testers
- Locks/tags and lockout devices
- Gas detection equipment (e.g. carbon monoxide detectors)
- Debris containers (including heavy duty trash bags)
- Container labels identifying contents
- Caution tape and other hazard markings
- Flashlights
- Batteries
- Communication equipment (i.e. radios, cell phones)
- Potable Water
- Hand Sanitizer
- Decontamination equipment

NYC HRP minimum PPE requirements for all job sites at all times:

- Hard Hat
- Safety glasses
- Work boots
- Appropriate work gloves

# TRIPARTY AGREEMENT

**Carter H. Strickland, Jr.**
Commissioner

**Mary F. Pazan**
Agency Chief Contracting Officer

**59-17 Junction Boulevard, Flushing, New York 11373**

## AGREEMENT

THIS CONTRACT, made and entered into _____, 2013, by and between the City of New York ("City"), acting by and through the Department of Environmental Protection (the "Department" or "DEP"), located at 59-17 Junction Blvd, Flushing, New York 11373 and _____ (the "Contractor"), located at _____ and _____ (the "Homeowner"), located at _____.

**W I T N E S S E T H**:

WHEREAS, pursuant to an agreement between the City and the Homeowner (the "Grant Agreement"), the Homeowner is receiving benefits from the NYC Houses Rehabilitation Program (the "HRP") for the rehabilitation the property described in Article II (the "Dwelling"), which was damaged by Hurricane Sandy; and

WHEREAS, pursuant to a contract between the City and the Contractor (the "HRP Construction Contract"), the City directed the Contractor, to perform Work on the Dwelling;

NOW THEREFORE, the parties to this Contract, in consideration of the mutual agreements contained herein, agree as follows:

## ARTICLE I: DEFINED TERMS

1. "**Contract**" includes this document, the Grant Agreement, the HRP Construction Contract, the Job Order, and Supplemental Job Orders, all incorporated by reference.

2. "**Job Order**" is the attached document that sets forth the Detailed Scope of Work for the Dwelling, the Job Order Completion Time, and the price to be paid by the City for the Work.

3. "**Occupants**" means the persons and companion animals/pets residing in the Dwelling.

4. "**Supplemental Job Order**" means a Job Order issued to add or delete work from an existing, related Job Order.

5. "**Unit**" means the Dwelling if the Dwelling is a one-family home or the separate living quarters if the Dwelling is a two-, three-, or four-family home.

6. "**Work**" means all services required to complete the Job Order and additional services included in Article 2.1.40 of the HRP Construction Contract.

## ARTICLE II: TIME & LOCATION

1. **Dwelling**. The Dwelling is located at _____ and includes the building(s) and land at such address.

2. **Term**. The term shall commence upon the date above and end upon Final Acceptance by the City ("Term").

3. **Job Order Completion Time**. The Contractor shall begin the Job Order Work on the following date _____; and complete the Job Order Work in _____ calendar days after commencement of the Term (the "Job Order Completion Time"), TIME BEING OF THE ESSENCE. If the City approves a Supplemental Work Order or grants a Time Extension pursuant to the HRP Construction Contract the Contractor may be allowed additional calendar days to complete the Work after the Job Order Completion Time.

4. **Maintenance Period**. Pursuant to the HRP Construction Contract and upon direction by the City, Contractor shall repair or replace any Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for one year after the Term except as provided in Article III(6). Homeowner shall notify City if such maintenance work is required. The City reserves the right to direct a different contractor to perform the Work during the Maintenance Period.

5. **Relocation Dates**. The Homeowner shall relocate and shall cause its Occupants (including animals) to relocate for the following dates while Work is performed:

   (a) Unit #1: From _____to _____

   (b) Unit #2: From _____to _____

   (c) Unit #3: From _____to _____

   (d) Unit #4: From _____to _____

   The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time pursuant to the HRP Construction Contract. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must continue to be relocated during such Work.

6. **Personal Property Removal Dates**. The Homeowner shall remove vehicles and other obstructions and shall cause its Occupants to remove vehicles and other obstructions from the Dwelling during the Term. The Homeowner shall remove and shall cause its Occupants to remove the personal property described in Article III(3) from the rooms designated below by the following dates:

   (a) Unit #1: Date_____ Rooms:_____

   (b) Unit #2: Date_____ Rooms:_____

(c) Unit #3: Date_____ Rooms:_____

(d) Unit #4: Date_____ Rooms:_____

## ARTICLE III: HOMEOWNER'S RIGHTS & DUTIES

1. **Construction Cooperation**. Homeowner shall cooperate and shall cause the Occupants to cooperate fully with the Contractor and the City with respect to completing the Work. The Homeowner shall not direct the Work. The Homeowner shall not enter and shall prohibit the Occupants from entering the working areas designated by the Contractor. The Contractor may immediately suspend the Work if the Homeowner's or Occupants' failure to comply with this section is a risk to health or safety or interferes with the Work.

2. **Access and Utilities**. Homeowner shall provide access and keys to the Dwelling to the Contractor and access by the City to the Dwelling for the Term. Work may be performed on days, nights, and weekends, as allowed by law. Homeowner shall provide access to water, power, and other utilities to the Contractor, where service is available and active in the Dwelling.

3. **Removal of Personal Property**. Homeowner shall identify and remove and shall cause Occupants to identify and remove personal property (not including furniture) that is valuable, fragile, or may be damaged no later than the dates in Article II(6). If necessary, the Contractor may remove additional items as the Work progresses and store them in another area of the Dwelling. The personal property (including furniture) that the Contractor, Homeowner and Occupants shall remove are listed in Attachment 2.

4. **Detailed Scope of Work**. Homeowner reviewed and accepts the Detailed Scope of Work attached to this Contract as Attachment 1. Homeowner shall not request changes to the Detailed Scope of Work after signing this Contract. The Homeowner acknowledges that the City may grant an Extension of Time to complete the Work or approve a Supplemental Work Order that changes the Job Order Completion Time. The City shall promptly notify that Homeowner of such actions and the notice shall state whether the Homeowner and/or Occupants must relocate during such Work.

5. **No Additional Work**. Homeowner shall not request the Contractor to perform additional work that is not in the Job Order, for example, installing items purchased by the Homeowner.

6. **Permission to Use Completed Work**. Upon completion of a discrete item of the Work, the Homeowner may request permission from the Contractor to use the completed item. Contractor may authorize use of such item pursuant to Article 16 of the HRP Construction Contract, such authorization not to be unreasonably withheld. The Contractor shall be relieved of its duty to protect such item of Work. The maintenance and guarantee obligation on such Work shall begin on the date of such authorization.

## ARTICLE IV: CONTRACTOR'S RIGHTS & DUTIES

1. **Performance of Work/Compliance With HRP Construction Contract**. Contractor shall perform the Work in the Job Order and comply with the HRP Construction Contract, including performing Work during the maintenance and guaranty period.

2. **Removal and Storage of Furniture**. If required in the Job Order, Contractor shall remove and securely store furniture and other large objects at the location and for the dates listed below:

   (a) Unit #1: Dates_____ Location:_____

   (b) Unit #2: Dates_____ Location:_____

   (c) Unit #3: Dates_____ Location:_____

   (d) Unit #4: Dates_____ Location:_____

   Contractor shall provide the Homeowner with reasonable access to such storage. Contractor shall restore furniture and other large objects prior to submitting the Job Order Request for Payment pursuant to Article 41 of the HRP Construction Contract.

3. **Warranties and Instruction Manuals**. Contractor shall provide Homeowner with certificates of warranties, instruction manuals, and other documents specified in the Job Order at the inspection prior to Final Acceptance (the "Final Inspection").

4. **Subcontractors**. Contractor shall cause its subcontractors to comply with this Contract and shall attach a copy of this Contract to all subcontracts for Work on this Dwelling.

5. **Prompt Payment and Liens**. Contractor shall promptly pay all subcontractors and materialmen. If any persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract file a lien against the Dwelling, the Contractor shall promptly discharge such lien pursuant to the Lien Law.

6. **Insurance**. Contractor shall maintain the insurance required by Article 22 of the HRP Construction Contract and shall name the Homeowner and the City of New York, including its officials and employees, additional insureds.

7. **Protection 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 until Final Acceptance of the Work (or earlier use, occupancy or operation in accordance with the terms of this Contract); and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace or repair such Work, whichever the City shall determine to be preferable. During the performance of the Work, the Contractor shall take all reasonable precautions to protect the persons and property of the Homeowner and Occupants 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

Dwelling suitable and sufficient protection such as lights, barricades, and enclosures. If Homeowner's or an Occupant's property is damaged through negligence of the Contractor, the Contractor shall promptly repair the damage or reimburse Homeowner for the reasonable cost of repairing the damage caused by the Contractor. The Contractor agrees to keep the premises broom clean and orderly and to remove all debris during the course of the Work.

8. **No Payment from Homeowner**. The Contractor shall not request payment from the Homeowner for any work on a Dwelling for the Term of the HRP Construction Contract.

9. **Utilities**. Contractor is responsible for disconnecting electricity, telephone, cable and gas as required, to complete the Work and reconnecting as appropriate, including any paying any fees for disconnecting and reconnecting the utilities. Contractor shall be responsible for notifying the Homeowner when it will disconnect and reconnect the utilities.

## ARTICLE V: CITY'S RIGHTS & DUTIES

1. **Duty to Homeowner**. The City's rights and duties to the Homeowner are set forth in the Grant Agreement.

2. **Duty to Contractor**. The City's rights and duties to the Contractor are set forth in the HRP Construction Contract.

## ARTICLE VI: DEFAULT & TERMINATION

1. Homeowner will be in default under this Contract upon the occurrence of any of the following events: (i) Homeowner fails to perform the terms of this Contract and such failure continues for five (5) days after delivery of written notice of the failure; (ii) Homeowner and/or the Occupants fail to cooperate with the Contractor's reasonable directions and orders or their actions create a safety risk in the Dwelling; (iii) Homeowner commits a default under any other contract it has entered into with the City relating to Hurricane Sandy relief; (iv) Homeowner has misrepresented Homeowner's eligibility for the HRP and/or this Work; or (v) Homeowner has made any misrepresentations in connection with this Contract. In the event of Homeowner's default of items (i) and (ii), the City and/or Contractor shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, and in the event of Homeowner's default of items (iii), (iv) and (v), the City shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:

    a. Terminate this Contract on written notice to Homeowner.

    b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.

    c. Issue a Supplemental Job Order to omit a portion of the Work.

    d. Sue Homeowner for damages, injunctive, or equitable relief.

2. Contractor will be in default under this Contract upon the occurrence of any of the following events: (i) Contractor fails to perform the terms of this Agreement and such failure continues for two (2) days after delivery of written notice of the failure; or (ii) Contractor is declared in default under the provisions of its HRP Construction Contract with the City. In the event of Contractor's default, the City and/or the Homeowner shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions:

    a. Terminate this Contract on written notice to Contractor.

    b. Stop Work on the Dwelling or direct the Contractor to stop work on the Dwelling, either temporarily or permanently.

    c. Sue Contractor for damages, injunctive, or equitable relief.

3. **Termination for Convenience**: Homeowner shall have the right to terminate this Contract for convenience by providing written notice to the Contractor and the City with at least five days notice. If Homeowner terminates this Contract, all or a portion of the funds provided by the City for this Work shall be forfeited and the City and the Contractor shall be under no obligation to complete the Work.

## ARTICLE VII: MISCELLANEOUS PROVISIONS

1. **Choice of Law**. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Homeowner or 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.

2. **Consent to Jurisdiction and Venue**. The parties agree that any and all claims asserted against any party arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.

3. **Non-Waiver by the City**. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by the City of any subsequent breach or default or of any breach or default of any other provision.

4. **Severability**. If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

We, the undersigned, hereby accept all above terms, conditions and/or provisions.

HOMEOWNER #1 SIGNATURE:_____ Date:_____

Printed Name:_____

HOMEOWNER #2 SIGNATURE:_____ Date:_____

Printed Name:_____

CONTRACTOR NAME:_____

Signature:_____ Date:_____

Printed Name:_____ Title:_____

CITY: CITY OF NEW YORK, DEPT. OF ENVIRONMENTAL PROTECTION

Signature:_____ Date:_____

Printed Name:_____ Title: Engineer

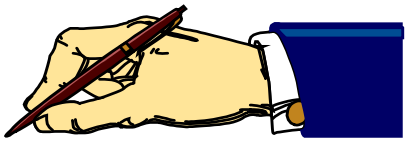
Signature:_____ Date:_____

Printed Name:_____ Title:_____

**Attachment #1**
**Job Order Detailed Scope of Work**

**Attachment #2**
**List of Personal Items Removed from Dwelling.**

# CONSTRUCTION CONTRACT



# NYC HOUSES REHABILITATION PROGRAM
# GENERAL REQUIREMENTS
# AND SPECIFICATIONS

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# NYC HOUSES REHABILITATION PROGRAM

# GENERAL REQUIREMENTS AND SPECIFICATIONS

**May 20, 2013**
**VERSION 1.0**

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# GENERAL REQUIREMENTS

## DEFINITIONS

Capitalized words used in the General Requirements have the meanings in Article 2 of the Contract.

## VERIFY QUANTITIES & MEASUREMENTS

All quantities stated in the attached Specifications for this Dwelling using units of measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g., SF of drywall) are for the Contractor's convenience and must be verified by the Contractor at the Joint Scope Meeting. All quantities stated in the Units of Measure as Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in quantities found by the Contractor must be communicated to the Engineer prior to the acceptance of a Job Order. Claims for additional funds due to discrepancies in Quantities shall be rejected if submitted after the Job Order has been signed by the Contractor.

## CONFLICT

Should any conflict occur in or between the Unit Price Book and Specifications, the Contractor shall be deemed to have estimated the more expensive way of doing the Work, unless its shall have asked for and obtained a decision in writing from the Commissioner before the execution of the Job Order as to what shall govern.

## POINTS NOT COVERED BY SPECIFICATIONS

Whenever any feature of the Work is not fully set forth in these Specifications, it shall be understood that the same will be governed by the rules of the best prevailing practice for that class of Work.

## COMPLIANCE WITH LAW, PERMITS & CERTIFICATES, AND INSPECTIONS

1. Compliance with Law: The Contractor shall comply with all Laws applicable to this Contract and to the Work to be done hereunder, including laws pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety. The Contractor's attention is directed to federal requirements set forth in Appendix B and the Hurricane Sandy CDBG-DR Appendix. If a provision in the Contract conflicts with the Law, the Contractor shall comply with the Law. This, however, shall not be interpreted as permitting the use of material or equipment inferior to that specified, unless such materials or equipment is specifically mentioned as violating the rules and regulations.

2. Permits and Certificates: The Contractor shall obtain and pay for all permits, certifications and licenses as may be necessary and required to complete the Work during the Term and the Maintenance and Guaranty Period. Contractor shall not commence Work on a Dwelling unless and until required permits are obtained. Prior to submission of a Job Order Payment Request, the Contractor shall obtain a Certificate of Occupancy for the Dwelling if required by Law and it shall provide all required certificates of inspection to the Engineer.

3. Inspections: Contractor shall facilitate inspections by DEP, pursuant to Article 3D of the Contract.

## ACCESS TO SITE – WORK TIMES

Contractors and their Subcontractors shall schedule normal working hours between 7:00 a.m. and 6:00 p.m. Monday through Friday or as specified by Law. A Contractor must obtain an After Hours Variance from the Department of Buildings to perform Work on weekends and before or after these hours. Information about obtaining an After Hours Variance is available at
http://www.nyc.gov/html/dob/html/development/after_hours_variance.shtml.

## TEMPORARY FACILITIES AND CONTROLS

1. Provide temporary toilet facility at each Dwelling from commencement of Work on the Job Order until approval of permanent facilities. The Contractor shall prohibit and prevent the committing of nuisances on the site of the work or on adjoining premises and shall discharge any employee who violates sanitary regulations

2. The Contractor shall provide temporary lighting, power and water facilities if required in addition to existing facilities.

3. Provide dumpster of appropriate yardage at each site. Dumpster to be emptied weekly.

4. Provide onsite storage unit such as "POD" sufficient to accommodate furniture in the Dwelling. Remove all furniture from rooms affected by the Work and store on Site. . Replace furniture upon completion of the Work prior to Final Inspection. The Homeowner and/or Occupants are required to remove and store small household items, unless the Job Order specifically requires the Contractor to remove and store small items. If the Contractor is required to remove and store small household items, the Contractor shall pack the items in boxes and shall store the items in a secure facility approved by the Engineer and, after Final Inspection, Contractor shall place the boxes of small household items in the rooms of origin for unpacking by the Homeowner and Occupants.

## PRODUCT OPTIONS

The HRP will offer a selection of products that will be chosen by the Homeowner at the time of the Joint Scope Meeting with the Homeowner, Engineer, and Contractor. Product selections will include a limited choice of:

1. Kitchen Appliances
2. Cabinetry & Countertops
3. Bathroom Fixtures and Tile
4. Flooring
5. Siding & Roofing
6. Lighting Fixtures
7. Paint Colors
8. Doors

## OWNER-FURNISHED PRODUCTS

Contractor shall not install items supplied by the Homeowner or Occupants.

## MAINTAINING A CLEAN AND SAFE WORK SITE

As the Work progresses and also before the completion and Final Acceptance of the Job Order Work, the Contractor shall maintain a safe Site and remove all rubbish and unused materials relating to the Work. The Contractor shall leave the structure and grounds in a neat, broom-swept condition satisfactory to the Inspector. Prior to Final Acceptance, the Contractor shall also remove all temporary structures. .

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. The City shall consider any additional compensation or extension of time

requested by the Contractor resulting from emergency Work in accordance with Articles 3B and 13 of the Contract, respectively.

## SUBMITTAL PROCEDURES

No portion of the Work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed unless and until the Engineer approves such item. Procurement, fabrication, delivery or installation or products or materials that do not conform to approved shop drawings shall be at the Contractor's risk. Furthermore, the City shall not reimburse the Contractor for such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings unless the Engineer approves the product or material or the Work is brought into compliance with approved shop drawings. Neither the Homeowner nor HRP shall be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

A. All submittals shall be clearly identified as follows:

1. Date of submission

2. Basic Information
   a. Contractor
   b. Supplier
   c. Manufacturer
   d. Manufacturer or supplier representative
   e. Named or “or equal” identifier

3. Reference to specification section number, page and paragraph(s)

4. Reference to applicable standards, such as ASTM or Federal Standards numbers

5. Complete product data where “or equal” submission is made

6. Indication of any deviation from the specification

7. Reference to previous submittal (for resubmittals)

8. Indication of Contractor's Certification.
   "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

B. Shop Drawings and Product Data

   a. Shop drawings include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, wiring diagrams, coordination drawings, equipment inspection and test reports, including performance curves and certifications, as applicable to the work.
   b. Contactor shall verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and coordinate each item with other related shop drawings and the Contract requirements.
   c. All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon

field measurements, such measurements shall be made and noted on the drawings before being submitted.

d. All shop drawings submitted by Subcontractors and Materialmen shall be reviewed by the Contractor for field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and that it has been coordinated with other related shop drawings and the Contract requirements. Submittals directly from Subcontractors or Materialmen will not be accepted by HRP.

e. The Contractor shall be responsible for the accuracy of the Subcontractor's or Materialman's submittal; and, for their submission in a timely manner to support the requirements of the Contractor's construction schedule. Contractor shall return shop drawings that are inaccurate or otherwise in error to the Subcontractor or Materialman to correct before submission to HRP. All shop drawings shall be approved by the Contractor.

f. Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which Contactor shall not be eligible for additional cost nor an Extension of Time for a Performance of a Job Order. Inexcusable delays consist of any delay that is not listed in Article 13A.3 or accepted by the City pursuant toe Article 13A.6 of the Contract.

g. Product data, as specified in individual Specification Sections, include, but are not limited to, the manufacturer's standard prepared data for manufactured products (catalog data), such as the product specifications, installation instructions, availability of colors and patterns, rough-in diagrams and templates, product photographs (or diagrams), wiring diagrams, performance curves, quality control inspection and reports, certifications of compliance (as specified or otherwise required), mill reports, product operating and maintenance instructions, recommended spare parts and product warranties, as applicable.

h. If specifically required in any of the technical Specification Sections, submit a Professional Engineer (P.E.) Certification for each item required, using the form appended to this Section, signed and sealed by the P.E. licensed or registered in the state wherein the work is located.

2. The review and approval of shop drawings, working drawings, product data, or samples by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor, and HRP will have no responsibility therefore.

C. Contractor's responsibilities

1. All submittals and shop drawings for Unit Price Items shall be submitted within 15 days of Order to Commence.

2. All submittals and shop drawings shall be submitted electronically via the HRP Construction Management Information System. For Submittals that require certification, corporate seal, or professional embossment (i.e., P.E.s, Surveyors, etc) transmit at least two hard-copy originals to the Engineer. No other hard copy submittals are required.

3. Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). The City shall not approve an Extension of Time for the Performance of a Job Order due to the Contractor's failure to transmit submittals sufficiently in advance of the Work.

4. Coordinate with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities.

5. If Contractor considers any correction indicated on the shop drawings to constitute a change to the Job Order , provide written notice thereof to the Engineer immediately; and do not release for manufacture before such notice has been received by HRP.

6. When the shop drawings have been completed to the satisfaction of the Engineer, carry out the Work in accordance therewith; and make no further changes therein except upon written instructions from HRP.

D. HRP'S Responsibilities

1. HRP will review each submittal within five working days.

2. If a submittal does not comply with the Contract requirements, HRP will respond accordingly to the Contractor within five working days. Thereafter, the Contractor shall perform the required corrective action until the submittal, in the opinion of the HRP, is in conformance with the Contract requirements.

3. Partial or noncompliant shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the Engineer, a submittal is incomplete, that submittal will be returned to the Contractor for completion. Such submittals may be returned with comments from the Engineer indicating the deficiencies requiring correction.

4. The review of shop drawings, working drawings, data and samples will be for general conformance with the design concept and Contract. They shall not be construed:
   1) as permitting any departure from the Contract requirements
   2) as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
   3) as approving departures from details furnished by HRP, except as otherwise provided herein

5. The Contractor remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

6. If the shop drawings (including working drawings and product data) or samples as submitted describe variations and indicate a deviation from the Contract requirements that, in the opinion of the Engineer are in the interest of the Homeowner and are so minor as not to involve a change in Contract Price or Job Order Completion Time, the Engineer may return the reviewed drawings without noting an exception.

7. The Engineer shall return the shop drawings to the Contractor with one of the following codes.

Code 1 – "APPROVED" – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

Code 2 - "APPROVED AS NOTED" - This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3 - "APPROVED AS NOTED/CONFIRM" - This combination of codes is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming

item that was noted. Confirmation is to be received by HRP within five working days of the date of the PROGRAM's transmittal requiring the confirmation.

Code 4 - "APPROVED AS NOTED/RESUBMIT" - This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the entire package. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the PROGRAM within 10 working days of the date of HRP's transmittal requiring the resubmittal.

Code 5 – "NOT APPROVED" – This code is assigned when the submittal does not meet the intent of the Contract. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different Materialman to meet the requirements of the contract documents.

Code 6 – "COMMENTS ATTACHED" – This code is assigned where there are comments attached to the returned submittal, which provide additional data to aid the Contractor.

Code 7 – "RECEIPT ACKNOWLEDGED (Not subject to HRPs Review or Approval)" – This code is assigned to acknowledge receipt of a submittal that is not subject to the HRP's review and approval, and is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plans, field conformance test reports, and health and safety plans.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

## "OR EQUAL" MATERIALS

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements of an item in the Specifications, the Specifications refer to a brand name or equal description as a means to define the performance or other salient requirements of an item. Where a brand name or catalogue number is specified, an "equal" product may be offered that meets the relevant requirements, including the construction standards in HUD Docket No. FR-5696-N-01 section IV(A)(1)(a)(5) (available at http://www.gpo.gov/fdsys/pkg/FR-2013-03-05/pdf/2013-05080.pdf), unless the specification expressly states that no "equal" products may be offered. If the Contractor wishes to use an item other than the brand name specified, it shall submit proof to the Engineer that such item meets the relevant requirements. The Engineer shall determine whether the item meets the relevant requirements. The Contractor shall be responsible for any additional costs or delays resulting from having furnished products other than those specified.

### LEAD-BASED PAINT AND ASBESTOS CONTAINING MATERIALS ABATEMENT

As outlined in the Job Orders, the CONTRACTOR shall be required to complete Lead-Based Paint and Asbestos Containing Materials Abatement in accordance with all local, State and Federal Regulations and Codes.

### LEAD-BASED PAINT

All housing units in a project assisted with CDBG funds must comply with the regulations found at 24 CFR Part 35. CONTRACTORS participating in this Program will be required to comply with Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established hereunder by HUD. HUD and the Environmental Protection Agency (EPA) also have regulations on lead-based paint abatement. All housing receiving federal assistance must comply with HUD Lead Safe Housing Rule (LSHR) and EPA Renovation, Repair and Painting (RRP) respectively.

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work

practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

**EPA RENOVATION, REPAIR AND PAINTING**
CONTRACTORS participating in this Program will be required to comply with RRP requirements described in 40 CFR 745.80 Subpart E effective April 22, 2010 affecting work on houses constructed prior to 1978 and containing lead-based paint.

**EPA LEAD CERTIFICATION**

This Program will require CONTRACTORS conducting renovation, repairs and painting to be EPA certified and employees trained in the use of lead-safe work practices. These regulations will require resident notification, lead-safe working practices, cleanup procedures, documentation and record keeping.

## ASBESTOS ABATEMENT

Asbestos surveys have been completed for each home. If asbestos is present, the survey is included in this document and the scope of abatement is included in the Job Order. The CONTRACTOR will procure three (3) prices for abatement and will follow standard OSHA safe work practices, and comply with all State, Local, and Federal Rules and Regulations regarding asbestos removal and disposal.

## ADHESIVES AND SEALANTS

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. #

## DIVISION 0
## GENERAL UNIT PRICE ITEMS

TEMPORARY STORAGE

1. Contractor to provide an onsite storage unit, such as a ”POD” , sufficient to accommodate furniture and large household items of Homeowner and Occupants. Contractor shall provide a secure lock for the onsite storage unit and at least two keys to the Homeowner. .. Contractor shall pack and move furniture and large household items from the Dwelling to the onsite storage unit. Homeowner shall be responsible for removing and causing the Occupants to remove all valuables and small household items prior to the start of construction. Contractor shall place furniture and large items in approximately the same location after Final Acceptance.

2. If the Dwelling cannot accommodate an onsite storage unit for the duration of the Job Order Work, the Contractor shall remove the storage unit to a climate-controlled location provided by the unit providerfor the duration of the Job Order. Furniture and belongings to be replaced in approximately the same location at the completion of job. Contractor shall place furniture and large items in approximately the same location after Final Acceptance.

3. The Work is reimbursed at cost with no mark-up.

TEMPORARY HOMEOWNER RELOCATION

1. If the Job Order requires temporary housing relocation for the Homeowner or Occupant (not including animals), Contractor shall arrange for housing at an approved hotel for the time stated on the Job Order. Contractor shall provide invoice from approved hotel for reimbursement with final invoice. No additional expenses beyond actual cost of hotel room will be reimbursed.

2. Work is reimbursed at cost with no mark-up.

TEMPORARY PET BOARDING

1. If the Job Order requires temporary boarding for a companion animal, Contractor shall arrange for pet boarding for the time stated on the Job Order.

Work is reimbursed at cost with no mark-up.

MISSED APPOINTMENT

1. The Contractor is required to attend all scheduled meetings required by the HRP. . Failure to arrive at the Joint Scope Meeting within 30 minutes of the time set forth in the Notice shall constitute a missed appointment and the Contractor shall be subject to liquidated damages pursuant to section 3B(3) of the Contract.

REINSPECTION

1. The Contractor is required to call for inspections consistent with Article 3D of the Contract. If the Contractor fails an inspection and an additional inspection is required, the Contractor shall reimburse the City for the reasonable cost of reinspection.

# DIVISION 2 - SITE WORK

## SECTION 02000
## CLEAN-UP

PART 1 – GENERAL

1.1 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

A. During the course of the Work, keep the Dwelling as clean and neat as possible. Dispose of all residue resulting from the construction Work and, at the conclusion of the Work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction Work and leave the entire Dwelling in a neat and orderly condition.

B. In order to prevent environmental pollution arising from the construction Work , comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related sections.

C. Disposal of excess excavated material in wetlands, stream corridors and plains is strictly prohibited even if the permission of the Homeowner is obtained. Any violation of this restriction by the Contractor, Subcontractor or any person employed by the Contractor or Subcontractor will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Price.

END OF SECTION 02000

**SECTION 02220**
**MOLD ASSESSMENT & REMEDIATION**

PART 1 GENERAL

1.01 SUMMARY

A. Contractor will be provided with an Environmental Assessment Report outlining the extent of mold present. All contractors and team leaders must carefully review the work scope prepared by the environmental consultant. The work scope will include guidelines for properly securing work sites and will include site clean-up procedures for the safety of workers and the household.

B. Three different sizes of mold treatment are described below. The size of the area impacted by mold growth as well as practical considerations were used to help define treatment procedures.

1) Small Isolated Areas (less than 10 square feet) – e.g., ceiling tiles, small areas on walls

(a) Treatment can be conducted by trained building maintenance staff. Such persons should receive training on proper cleaning methods, personal protection, and potential health hazards associated with mold exposure. This training can be performed as part of a program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).

(b) Respiratory protection (e.g., N-95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should also be worn.

(c) The work area should be unoccupied.

(d) If work may impact difficult-to-clean surfaces or items (e.g. carpeting, electronic equipment), the floor of the work area, egress pathways, and other identified materials/belongings should be removed or covered with plastic sheeting and sealed with tape before mold treatment.

(e) Efforts should be made to reduce dust generation. Dust suppression methods particularly during any cutting or resurfacing of materials are highly recommended. Methods to consider include: cleaning or gently misting surfaces with a dilute soap or detergent solution prior to removal; the use of High-Efficiency Particulate Air (HEPA) vacuum-shrouded tools; or using a vacuum equipped with a HEPA filter at the point of dust generation. Work practices that create excessive dust should be avoided.

(f) Moldy materials that can be cleaned should be cleaned using a soap or detergent solution. Materials that cannot be cleaned should be removed from the Dwelling in a sealed plastic bag(s). Plastic sheeting should be discarded after use. There are no special requirements for the disposal of moldy materials.

(g) The work area and areas used by workers for egress should be HEPA-vacuumed (a vacuum equipped with a High-Efficiency Particulate Air filter) or cleaned with a damp cloth and/or mop and a soap or detergent solution.

(h) All areas should be left dry and visibly free from mold, dust, and debris. Check that other quality assurance indicators (see quality insurance indicators below) have also been met.

2) Medium-Sized Isolated Areas (10 – 100 square feet)

(a) Mold Treatment can be conducted by trained building maintenance staff. Such persons should receive training on proper cleaning methods, personal protection, and potential health hazards associated with mold exposure. This training can be performed as part of a program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).

(b) Respiratory protection (e.g., N-95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should also be worn.

(c) The work area should be unoccupied.

(d) Cover the floor, egress pathways, and items left in the work area with plastic sheeting and seal with tape before mold treatment.

(e) Seal ventilation ducts/grills and other openings in the work area with plastic sheeting. The HVAC system servicing this area may need to be shut down to properly seal vents.

(f) Efforts should be made to reduce dust generation. Dust suppression methods particularly during any cutting or resurfacing of materials are highly recommended. Methods to consider include: cleaning or gently misting surfaces with a dilute soap or detergent solution prior to removal; the use of High- Efficiency Particulate Air (HEPA) vacuum-shrouded tools; or using a vacuum equipped with a HEPA filter at the point of dust generation. Work practices that create excessive dust should be avoided.

(g) Moldy materials that can be cleaned should be cleaned using a soap or detergent solution. Materials that cannot be cleaned should be removed from the building in sealed plastic bags. Plastic sheeting should be discarded after use. There are no special requirements for disposal of moldy materials.

(h) The work area and areas used by workers for egress should be HEPA-vacuumed and cleaned with a damp cloth and/or mop and a soap or detergent solution.

(i) All areas should be left dry and visibly free from mold, dust, and debris. Check that other quality assurance indicators (see quality insurance indicators below) have also been met.

3) Large Areas (greater than 100 square feet in a contiguous area) – e.g., on separate walls in a single room

(a) Personnel trained in the handling of mold-damaged materials equipped with:

i. A minimum of half-face elastomeric respirators with P-100 filters used in accordance with the OSHA respiratory protection standard (29 CFR 1910.134)

ii. Full body coveralls with head and foot coverings

iii. Gloves and eye protection

(b) Containment of the affected area: i. The HVAC system servicing this area shall be shut down during treatment. ii. Isolation of the work area using plastic sheeting sealed with duct tape. Furnishings shall be removed from the area. Ventilation ducts/grills, any other openings, and remaining fixtures/furnishings should be covered with plastic sheeting sealed with duct tape. iii. Consider using an exhaust fan equipped with a HEPA filter to generate negative pressurization. iv. Consider using airlocks and a clean changing room. v. Egress pathways should also be covered if a clean changing room is not used.

(c) The work area should be unoccupied.

(d) Efforts should be made to reduce dust generation. Dust suppression methods particularly during any cutting or resurfacing of materials are highly recommended. Methods to consider include: cleaning or gently misting surfaces with a dilute soap or detergent solution prior to removal; the use of High-Efficiency Particulate Air (HEPA) vacuum-shrouded tools; or using a vacuum equipped with a HEPA filter at the point of dust generation. Work practices that create excessive dust should be avoided.

(e) Moldy materials, that can be cleaned, should be cleaned using a soap or detergent solution. Materials that cannot be cleaned should be removed from the Dwelling in sealed plastic bags. The outside of the bags should be cleaned with a damp cloth and a soap or detergent solution or HEPA-vacuumed in the work area (or clean changing room) prior to their transport to unaffected areas of the Dwelling. There are no special requirements for the disposal of moldy materials.

(f) Before leaving isolated areas, workers should remove disposable clothing to prevent the tracking of mold-containing dusts outside of the work area.

(g) The work area and egress pathways (and clean changing room if present) should be HEPA-vacuumed and cleaned with a damp cloth and/or mop with a soap or detergent solution and be visibly clean prior to the removal of isolation barriers. Plastic sheeting should be discarded after use.

(h) All areas should be left dry and visibly free from mold, dust, and debris. Check that other quality assurance indicators (see quality assurance indicators below) have also been met.

PART 2 – PRODUCTS – NOT USED
PART 3 - EXECUTION

1. **Non-structural wood studs and floor sills in basements**: If minor/isolated mold growth is present, HEPA vacuum non-structural wood and then scrub with a detergent solution. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on wood in this program.*

   If significant/widespread mold growth is present, remove and dispose of non-structural wood, or alternatively remove visible mold using dry ice blasting or baking soda blasting method. ***Note**: These methods should be used only by trained and experienced contractors using appropriate ventilation and wearing appropriate respiratory and other personal protective equipment.*

2. **Structural wood studs, floor sills, and sheathing on first floors**: HEPA vacuum structural wood displaying mold growth and then scrub with a detergent solution. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on wood in this program.*

   Alternatively, remove visible mold on structural wood using dry ice blasting or baking soda blasting method. ***Note**: These methods should be used only by trained and experienced contractors using appropriate ventilation and wearing appropriate respiratory and other personal protective equipment.*

3. **Sheetrock on exterior-side of galvanized metal studs (EIFS constructions)**: HEPA vacuum visible mold on sheetrock and then encapsulate using a low-toxicity fungicidal/fungistatic encapsulant coating with a high moisture permeability rating (eg. Foster 40-50). ***Note**: this is an exception of the general prohibition on the use of chemical biocides and encapsulants.*

4. **Kitchen Cabinetry and Bathroom Vanities**: If minor/isolated mold growth is present, HEPA vacuum and then scrub cabinetry with a detergent solution. If significant/widespread mold growth is present, remove of cabinetry, which in most cases removal will require destruction of the counter tops. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on*

*wood in this program.*

5. **Bathroom Tile**: If visible mold is observed on tile backer through an opening in the opposing wall, remove and dispose of bathroom tile wall.

6. **Finished Wood Floors**: If finished wood floors show significant buckling, remove and dispose of finished wood flooring. Remove and dispose of underlying sub-flooring if plywood or HEPA vacuum and then scrub the top sides with a detergent solution if wood boards. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on wood in this program.*

   Alternatively, remove visible mold on top sides of wood boards using dry ice blasting or baking soda blasting method. ***Note**: These methods should be used only by trained and experienced contractors using appropriate ventilation and wearing appropriate respiratory and other personal protective equipment.*

7. **Sub-Floorboards**: HEPA vacuum and then scrub the bottom side of wood sub-floorboards and underlying structural wood joists with a detergent solution from either the basement or crawlspace. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on wood in this program.*

   Alternatively, remove visible mold on bottom sides of wood sub-floorboards and underlying structural wood joists using dry ice blasting or baking soda blasting method. ***Note**: These methods should be used only by trained and experienced contractors using appropriate ventilation and wearing appropriate respiratory and other personal protective equipment.*

8. **Plaster**: Visible mold on plaster walls will be remediated by scraping to remove the paint.

9. **Wood Staircases**: HEPA vacuum wood staircases displaying mold growth and then scrub with a detergent solution. ***Note**: Chlorine bleach, chemical biocides, and encapsulants are <u>not</u> permitted to be used on wood in this program.*

   Alternatively, remove visible mold on wood staircases using dry ice blasting or baking soda blasting method. ***Note**: These methods should be used only by trained and experienced contractors using appropriate ventilation and wearing appropriate respiratory and other personal protective equipment.*

END OF SECTION 02220

# SECTION 02221
# DEMOLITION, REMOVAL & ABATEMENT

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes demolition and removal or abatement of the following:

1. Buildings and structures.

2. Site improvements including Site utilities.

3. Hazardous materials.

4. Provide erosion protection for all disturbed areas as described in this Section.

B. Scope:

1. The Work includes all labor material and equipment required for site excavation, vegetation removal, grading, and soil preparation as shown on the drawings and/or specified herein.

2. Excavation and grading the Site to sub-grade of paved or unpaved areas as shown on the drawings and/or specified herein.

3. Excavation for footings, retaining walls, slabs, walks, curbs, and other structures.

4. Excavation of trenches for the location of storm or footing drain tile.

5. Installation of back-fill, base-course material, drain tile and catch basin.

6. Stripping, storage and re-use of topsoil.

7. Preparation of site to receive fill, topsoil or base course.

8. Relocation and reuse of acceptable excavated material.

   a. Removal from the site of all debris and unsuitable material.

   b. Also included are:

      1) Concrete flatwork slabs and walks

      2) Bituminous flatwork driveways and walks

      3) Waterproofing

      4) Landscaping

      5) Fencing - metal and wood

      6) Railings

9. Contractor shall provide erosion control as directed by Engineer for all other disturbed areas damaged by Contractor's performance of the Work. Engineer may direct Contractor to apply sod as a corrective measure to repair property damage as an erosion control repair method.

## 1.2 PROJECT CONDITIONS

A. Hazardous Materials: Hazardous materials may be present in Dwellings to be demolished or rehabilitated. Reports on the known presence of hazardous materials are included in the Job Order. Examine reports to become aware of locations where hazardous materials are present.

1. Lead Based Paint ("LBP")
For all Dwellings constructed prior to 1978 – samples from four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition) . Lead-safe work practices must be followed, and only certified abatement contractors used to perform the Work. The HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition) are available at http://www.hud.gov/offices/lead/lbp/hudguidelines.

When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.

2. Asbestos
Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring. Contractor shall remove friable asbestos components such as boiler or pipe insulation, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.

# PART 2 - PRODUCTS

## 2.1 SOIL MATERIALS

A. Satisfactory Soils: Shall be free of debris and other detrimental material. Fill shall be compacted to a density that will avoid damaging settlement. Fill shall be placed when ground is frost free and weather is favorable.

B. Back Fill: Fill material shall consist of well graded sand, gravel, crushed rock, recycled concrete aggregate, or a mixture of these, or equivalent materials with a maximum of 10 percent passing the #200 sieve, as determined from the percent passing the #4 sieve. Fill shall be placed and compacted in lifts, not exceeding 12 inches (305 millimeters), at its optimum moisture content, plus or minus two percent, and to not less than a density of ninety-five percent of the optimum density as determined by ASTM D 1557. Fill density shall be verified by in-place tests made on each lift.

C. Topsoil: Shall be free of debris, rock or gravel. Shall consist of a sandy loam containing 2 to 2.5% organic matter. Furnish and place topsoil 4-inches thick over area to be sodded or seeded if called for in the Job Order. Spread evenly to true contours and hand rake to an even, smooth surface, ready for sodding.

2.2 SOD

A. Contractors must utilize sod in native species to this area. Sod shall be bluegrass or a bluegrass/red fescue mixture or a perennial ryegrass for average sites. (CAUTION: Perennial ryegrass has limited cold tolerance and may winter kill.) Use turf type cultivars of tall fescue for shady, droughty, or otherwise more critical areas. For variety selection, contact Cornell Cooperative Extension Turf Specialist. Because of the chemical content in the soil, seed will not be a suitable mitigation alternative as it cannot thrive under those conditions**.**

B. Approved sod shall be either field grown grass or nursery grown grass delivered in rolls or slabs. Sod shall be free from noxious weeds or other vegetation.

PART 3 - EXECUTION–

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

B. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Architect.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

A. Refrigerant: Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.

B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings or sections of buildings to be demolished.

1. Arrange to shut off indicated utilities with utility companies.

2. If utility services are required to be removed, relocated, or abandoned, before proceeding with building demolition provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

3. Cut off pipe or conduit a minimum of 24-inches (610-mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

3.3 PROTECTION

A. Existing Facilities and Items To Remain: Protect adjacent walkways, and remaining building elements, if any. Items may be removed to a suitable, protected storage location during demolition, and cleaned and reinstalled in their original locations after demolition operations are complete

B. Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Maintain utility services indicated to remain and protect them against damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied property unless authorized in writing by owner of such adjacent property and authorities having jurisdiction.

2. Provide temporary services during interruptions to existing utilities, as acceptable to Homeowner and to authorities having jurisdiction.

## 3.4 DEMOLITION, GENERAL

A. Extent of demolition identified in work order. Demolition and partial demolition of items to be removed or replaced shall be done in a safe and orderly manner without damage to other portions of the property or adjacent properties. Any resulting damage or loss shall be corrected at the expense of the Contractor. Complete demolition shall include building, foundation, and paving in its entirety unless otherwise in Job Order.

B. Use methods required to complete the Work within limitations of governing regulations.

C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from authorities having jurisdiction

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

## 3.5 MECHANICAL DEMOLITION

A. Contractor shall remove and haul away the structure indicated. Contractor shall be responsible for the safe removal of all utilities (gas, water, sewer and electric). If structure is attached to an existing structure that is not to be removed, utilities shall be discontinued for the demolished section only. All parts and debris from the demolition shall be removed from the site within 72 hours from commencement of Work unless otherwise provided in the Job Order.

B. Concrete: Cut concrete full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts.

1. Patching Concrete:

a. Mix and apply bonding agent to prepared concrete areas in accordance with manufacturer's printed instructions.

b. Mix concrete mortar for patches, using Portland cement, sand and water in proper proportions for a workable mix.

c. The amount of mixing water shall be as little as is consistent with the requirements for handling and placing. Retemper mortar without the addition of water.

d. Thoroughly compact mortar into place and screed off to leave patches slightly higher than surrounding surfaces.

e. Leave patch undisturbed for a period of 1 to 2 hours to permit initial shrinkage before finally finishing. Finish patches in such a manner to match adjoining surfaces.

f. When repairing concrete all patches shall be mechanically cut, doweled and re-poured. Depth, width and height for new reinforced concrete retaining wall; install a 2-inch sand cushion and No. 3 and No. 4 steel rebar tied in an "H" pattern the full length of the beam; pour a premixed concrete into forms; temperature must be a minimum of 40 degrees F and rising; rough finish all surfaces. Remove all debris and excess materials.

C. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.

E. Carpet and Pad: Wet carpet face with mister. Remove in large pieces and roll tightly after removing demolition debris, trash, adhesive, and tack strips. Wrap in 4 mil. Plastic.

F. Equipment: Disconnect equipment at nearest fitting connection to services, complete with service valves. Remove as whole units, complete with controls.

G. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.

3.6 EARTHWORK

A. Excavation:

1. Clearing, grubbing, clean up of vegetation, and tree trimming and/or removal is to be done where excavation and grading are required

2. Excavate to elevations and dimensions indicated, plus sufficient space to permit erection of forms, shoring, drain tile, waterproofing, masonry and the inspection of foundations. Control the grading around buildings so that ground is pitched to prevent water from running into the excavated areas of buildings or damaging other structures. Furnish all pumping required to keep excavated spaces clear of water during construction. Water shall not be conducted onto an adjacent property. All property shall be protected with straw bails or earth berms, per applicable soil erosion standards, to prevent dirt runoff.

3. Excavations shall be properly shored and braced to assure against any danger to life and/or property. Drainage to be provided by Contractor as necessary.

4. Except where rock is encountered, care shall be taken not to excavate below the depths indicated. Where rock excavation is required, the rock shall be removed and the over depth filled with certified compacted backfill. Unauthorized over depths in excavation shall be backfilled with concrete or certified compacted fill to correct elevation or bear cost of a deeper wall. Whenever wet or otherwise unstable soil is encountered, such soil shall be removed to the depth and extent directed, and the trench backfilled to the proper grade with concrete or certified compacted fill at the Contractor's expense.

5. Excavations for footings shall be in neat and accurately cut trenches. Contractor is to backfill upon completion of foundation work. Footing excavations for single-story dwellings, are to be a minimum of 12-inch into undisturbed soil and 12-inch wide; for two story dwellings a minimum of 15-inch wide and 12-inch into undisturbed soil, footings are to be 20-inch in depth.

a. In no case shall the load per square foot, under any portion of any footing, due to the combined dead load, live load, wind, and/or any other loads exceed the safe bearing capacity of the soil upon which the footing rests.

6. Water shall not be permitted to accumulate in excavated or crawl space areas. Drain by standard accepted method to a storm sewer or natural drainage area.

B. Backfill:

1. Area to be filled shall be stripped of all organic materials, rubbish and debris.

2. Fill shall not be placed when frozen or on frozen or saturated subgrade.

3. The engineer, or the engineer's representative, shall approve the subgrade prior to fill placement.

4. Fill material shall consist of well graded sand, gravel, crushed rock, recycled concrete aggregate, or a mixture of these, or equivalent materials with a maximum of 10 percent passing the #200 sieve, as determined from the percent passing the #4 sieve.

5. Fill shall be placed and compacted in lifts, not exceeding 12 inches (305 millimeters), at its optimum moisture content, plus or minus two percent, and to not less than a density of ninety-five percent of the optimum density as determined by ASTM D 1557.

6. Fill density shall be verified by in-place tests made on each lift.

7. The allowable bearing value of controlled fill shall be limited to 3 tons per square foot (383 kPa) providing the underlying soil is not weaker than the controlled fill.

8. Care is to be taken not to fracture the wall by having heavy equipment located too near to the structure.

9. No backfill shall be placed until the construction adjacent thereto, or the utility to be backfilled, has been inspected, tested and approved.

## 3.7 EROSION CONTROL

A. The Contractor shall manage surface water runoff for compliance with the state and any and all applicable federal, state, and local requirements.

B. The Contractor shall limit the area disturbed by the contract activities to maximum extent practicable. Contractors will be required to replace grassy areas disturbed by their work to match the existing turf condition using sod and not seed. The Contractor is required to install erosion control measures at sites to ensure no erodible waste enter the roadways or drainage systems when necessary.

C. The Contractor shall be required to:

1. Install sediment controls prior to beginning construction activities.

2. Install sedimentation controls prior to beginning construction activities.

3. Schedule land stabilization activities, such as landscaping, immediately after land has had final contouring.

D. Areas to receive sod shall be uniformly graded and cleared of weeds, grass, stones, and other debris. Sod shall be transferred onto the surface soil. Sod shall be placed with no space between edges. Slab and roll edges shall be staggered to avoid a continuous seam along the line of flow. Slab edges which

do not fit closely shall be pulled together by hand without stretching or tearing and pegged when necessary.

3.8 SITE RESTORATION

A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

C. Grading for Drainage: Slope all ground away from structure a minimum grade of 6-inches in 10-feet for the first 20-feet. Water must always be directed away from the structure. Use swails or earth berms to direct water flow from grades and to aid in positive drainage.

D. Landscaping:

1. Seeding: Prepare the area to be seeded by removing all debris, grading, spreading topsoil if required and hand raking. Sow lawn grass seed, working seed into soil by raking and watering. Cover seeded area with straw. All areas disturbed during the course of construction or as indicated in the work write-up or drawings shall be seeded. Contractor shall guarantee a 3" stand of grass.

2. Sodding: Sod areas indicated:

a. Sod: Sod shall be as specified above and shall be a minimum 1" thick, reasonably free of weeds and crab grass; approved by the State before laying; laid with tight joints. After laying thoroughly, water and tamp or roll until bonded to topsoil.
b. Slopes one (1) foot rise in two (2) feet or steeper: carefully pegged to hold sod until roots spread and firmly grip soil beneath.
c. Guarantee: Sodded areas which do not show a prompt catch shall be re-sodded at the Contractor's expense.

3.9 REPAIRS

A. General: Promptly repair damage to adjacent construction caused by building demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.10 PEST CONTROL

A. General: Pest Control shall be performed by a licensed professional pest control operator using termiticides which bear a federal registration number of the U.S. Environmental Protection Agency. Termiticides used may be Chloropyrifos ("Dursban TC") or Permathrin ("Dragnet", Torpedo") or approved equal. Contractor shall furnish to the Homeowner at Final Inspection a Certificate of Warranty for each Dwelling, certifying that the applied soil termiticide treatment will prevent infestation of subterranean termites for a period of (5) five years.

3.11 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Homeowner's property, remove demolished materials from Dwelling and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas

B. Disposal: Transport demolished materials off Dwelling and legally dispose of them.

3.12 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02221

# DIVISION 3 – CONCRETE

## SECTION 03025
## CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes exterior Portland cement concrete for the following:

1. Walkways as required for access to ADA Ramps or Lifts.

2. Pad for Lift.

3. Exterior precast Steps.

4. Porch-decks.

5. Foundations/Elevations.

6. Repair, replacement, and installation of driveways and sidewalks.

B. Scope

1. All work associated with foundations, including but not limited to footings and piers, is to be designed by a registered New York State Engineer. Any references to portions of work related to foundations are provided for the purposes of identifying scope.

2. For repair and replacement, materials shall be such to produce finish textures and colors to closely match existing surfaces.

3. Bonding of repair work to existing concrete members is critical, and repair work shall become an integral part of existing members.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 14410 “Lifts” for ADA Ramps or Lifts.

1.2 QUALITY ASSURANCE

A. Concrete Standards: Comply with provisions of the following standards, except where more stringent requirements are indicated.

1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."

2. ACI 318, "Building Code Requirements for Reinforced Concrete."

3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."

B. Concrete Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves of a 100-foot or less radius.

B. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 REINFORCING MATERIALS

A. Welded Steel Wire Fabric: ASTM A185.

B. Hook Bolts: ASTM A307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

C. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications.

D. At no time will more than 2% calcium chloride be used in freezing weather to accelerate concrete setting. No concrete shall be placed on frozen ground or when the temperature is less than 32 degrees. Concrete may be placed when temperature is 32 degrees or more, provided, however, that weather reports indicate a daily high of at least 40 degrees. After concrete has been finished, when temperatures are expected to be below 32 degrees, a 12" cover of straw shall be spread evenly to preclude freezing. All frozen or spelled concrete will be removed and replaced at Contractor's expense. A controlled environment with an interior temperature of 32 degrees or greater is acceptable if the temperature will remain 32 degrees or greater for five days thereafter.

2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C150, Type I.

1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.

B. Normal-Weight Aggregates: ASTM C33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: Comply with Structural Package, Section "Cast-In-Place Concrete" for concrete materials as required.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.

C. Water: Potable.

2.4 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

2.5 CURING MATERIALS

A. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M182, Class 2.

2.6 EXPOSED AGGREGATE

A. Aggregate: Clean, washed, uniformly round gravel graded as follows to match existing installations:

1. 25 percent by volume shall pass through a 1/2-inch screen and be retained on a 3/8-inch screen.

2. 25 percent by volume shall pass through a 3/8-inch screen and be retained on a 1/4-inch screen.

3. 50 percent by volume shall pass through a 3/8-inch screen and be retained on a 1/2-inch screen.

2.7 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use a qualified independent testing agency for preparing and reporting proposed mix designs.

B. Proportion mixes according to ACI 211.1 and ACI 301 to provide normal-weight concrete with the following properties:

1. Compressive Strength (28-Day): Minimum 3000 psi.

2. Slump Limit at Point of Placement: 2 to 4 inches.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows with a tolerance of plus or minus 1-1/2 percent:

1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.

2. Air Content: 6.0 percent for 1-inch maximum aggregate.

3. Air Content: 6.0 percent for 3/4-inch maximum aggregate.

4. Air Content: 7.0 percent for 1/2-inch maximum aggregate.

D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.8 CONCRETE MIXING

A. All concrete shall be Ready-Mixed Concrete, from any local producer: Comply with requirements and with ASTM C94.

1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations, to match existing installation. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8-inch in 10-feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4-inch in 10-feet.

C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

3.2 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.3 JOINTS

A. General: Construct contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.

1. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

2. For repairing existing joint sealer, new joint sealer shall match existing new joint sealer.

B. Contraction Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as specified. Construct contraction joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into hardened concrete when cutting action will not tear, abrade, or otherwise damage surface and before development of random contraction cracks.

C. Installation of joint fillers and sealants as specified.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.4 CONCRETE PLACEMENT

A. Place concrete in forms in one layer of the required thickness. After concrete has been placed in forms, use a strike-off device to bring the surface to the proper section to be compacted. Tamp and consolidate the concrete with a suitable wood or metal tamping bar. Where repair and replacement of new concrete is adjacent to or is a part of existing concrete, finish on new concrete shall match finish of existing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete complying with ACI 309R:

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcing, dowels, and joint devices.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Cold-Weather Placement: Comply with provisions of ACI 306R and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.

2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

G. Hot-Weather Placement: Place concrete complying with ACI 305R and as specified when hot weather conditions exist.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.5 CONCRETE FINISHING

A. Broom Finish: Apply a non-slip broom finish to all exterior concrete slabs, stairs, walks, and ramps, and elsewhere as indicated. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route.

B. Where repair and replacement of new concrete is adjacent to or is a part of existing concrete, finish on new concrete shall match finish of existing concrete.

3.6 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of ACI 306R for cold weather protection and ACI 305R for hot weather protection during curing.

3.7 EXTERIOR CONCRETE STEPS

A. Exterior Concrete Steps, Precast

1. Concrete steps shall be precast. The Contractor shall install precast steps and rough finish all treads. Minimum width shall be 44", maximum riser height shall be 7 ¾", minimum run 10-inch and shall extend downward from 1-inch below exit door sill. Concrete shall be 3000 psi mix with minimum of shrinkage reinforcing provided.

3.8 CONCRETE PORCH-DECKS/INSTALL

A. Concrete Porches, General:

1. Concrete porches shall be formed square and true using lumber of sufficient size to insure straight forms.

2. Adequately brace all forms to eliminate bellying or bows in concrete work.

3. All reinforcing steel, concrete thickness and porch size shall be as per drawings.

4. All concrete porch slab forms shall be inspected by local building inspectors before placing concrete.

5. Submit proof of inspection certificate.

6. All concrete shall contain 6 1/2 bags of cement per cubic yard of concrete and attain a stress of not less than 3,000 psi at 28 days.

7. All porch slabs shall pitch 1/8-inch per foot away from structure for drainage.

8. Concrete shall be screened true floated and vibrated with a mechanical vibrator to insure that no voiding will occur and proper covering of reinforcing steel.

9. Steel trowel twice and lightly broom for a non-slip surface. Remove edge forms and finish all exposed ends.

10. Finish all edges with a concrete edger, including bottom edge of slab.

11. All porch slabs improperly finished and/or pitched will be removed and replaced at Contractor's expense.

B. Concrete Porch-Decks/Install

1. The Contractor shall *install* a new concrete porch as follows:

a. Prepare site for new built concrete porch; install forms of necessary depth, width and height;

b. Install a 2-inch sand cushion and 6-inch x 6-inch 10 ga. steel wire;

c. Pour a minimum of 3-1/2-inch if concrete into forms;

d. Temperature must be a minimum of 40 degrees F and rising;

e. Rough finish all walking surfaces;

f. Remove all debris and excess materials from site;

g. Use premix concrete or equal.

3.9 CONCRETE LIFT PAD

A. See Section 14410 “Lifts” for ADA Ramps or Lifts.

B. The Contractor shall install a new concrete lift pad by installing forms of required depth, width and height. Install a 2-inch sand cushion and 6-inch x 6-inch 10 ga. steel wire with a minimum of 3 ½ inches of concrete into forms. Rough finish all walking surfaces.

3.10 CONCRETE FLOOR (SLAB) INSTALL/WOOD

A. Installation work consist of the following:

1. All work associated with foundations, including but not limited to footings and piers, is to be designed by a registered New York State Engineer and built to conform with construction documents and all applicable codes and standard building practices. Any references to portions of work related to foundations are provided for the purposes of identifying scope.

2. Remove wood floor;

3. All load bearing beams and wall members shall be repaired and lifted to a stable structural position prior to concrete pour;

4. Install forms of the necessary depth, height and width;

5. Install a 2-inch sand cushion and 6-inch x 6-inch 6 ga. steel wire;

6. Pour a minimum of 3-1/2-inch of concrete into forms;

7. Temperature must be a minimum of 40 degrees F and rising;

8. Trowel finish all surfaces;

9. Remove all debris and excess materials;

10. Concrete shall be allowed to spread under the designated area's wood beams and wall members;

11. All wood shall be shielded from concrete with metal or felt paper to the pour;

12. For concrete type see concrete section.

13. The Contractor shall be responsible for complying with the elevation work designed by a registered New York State Engineer.

3.11 CONCRETE WALKWAY/INSTALL

A. Concrete Sidewalks, General

1. Sidewalks shall be full 4-inch thick and of widths to match existing, or as hereinafter called for with 3,000psi at 28 days. Control joints shall be placed every 5 feet. Finished surface shall be flush with existing grade.

B. The Contractor shall install a new concrete walkway as follows:

1. New walk shall provide barrier-free access on a 2 inch sand cushion with 6in x 6in 10 ga steel wire in formed area. Use premix concrete or equal.

3.12 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective, or does not meet the requirements of this Section.

END OF SECTION 03025

**SECTION 03119**
**INSULATING CONCRETE FORMS**

PART 1 - GENERAL

1.1 SUMMARY

A. The ICF (Insulating Concrete Forms) shall be used for new construction of foundation walls.

B. Supply and installation of the ICF (Insulating Concrete Forms) for structural cast in place concrete wall, installation of re-enforcing steel bars and placement of concrete within the insulation concrete forms.

C. Adequate bracing and scaffolding shall be provided by the installation contractor and shall comply with Law.

1.2 SCOPE

A. Furnish all labor, materials and tools and equipment to perform the installation on the ICF as specified by the manufacturer.

1. All work associated with foundation wall for new construction, is to be designed by a registered New York State Engineer. Any references to portions of work related to foundations are provided for the purposes of identifying scope.

2. For repair and replacement, materials shall be similar in thickness, insulating R-value, finish textures and colors to closely match existing surfaces.

3. Bonding of repair work to existing ICF members is critical, and repair work shall become an integral part of existing members.

1.3 QUALITY ASSURANCE

A. Qualification – Installers/ Applicators/ Erectors

1. Contractor shall engage the services of a trained installer or technical associate for the duration of the Work under this Section who has been trained in procedures pertaining to the correct installation of the specified form system (Trained installer may already be the designated ICF Installing Contractor if providing credentials as such)

2. A trained installer shall furnish proof of training documentation to Contractor prior to commencement of work under this Section

PART 2 - PRODUCTS

2.1 MATERIALS

A. Expanded Polystyrene (for Regular Panels Type IX in US; for Plus Panels Type II in US) Requirements as per ASTM C578-95 Standard Specification for Rigid Cellular Polystyrene Thermal Insulation, DIN 54836 and MIL-P-19644.

B. Fastener Withdrawal and Lateral Shear Resistance in accordance with ICC-ES AC 353-07, Acceptance criteria for Stay-in-Place, Foam Plastic Insulating Concrete Form (ICF) Systems for Solid Concrete Walls and ASTM D 1761-06, Standard Test Methods/or Mechanical Fasteners in Wood.

END OF SECTION 03119

# DIVISION 4 – MASONRY

## SECTION 04501
## MASONRY RESTORATION AND CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes performance of masonry restoration work as indicated on work order.

B. Scope: Masonry restoration work includes the following:

1. Removal of plant growth.

2. Repair/replacement of damaged masonry.

3. Cleaning exposed masonry surfaces.

4. Re-pointing existing masonry.

1.2 QUALITY ASSURANCE

A. Source of Materials

1. Obtain materials for masonry restoration from a single source for each type material required (face brick, stone, cement, sand, etc.) to ensure match of quality, color, pattern, and texture.

1.3 PROJECT CONDITIONS

A. Ambient Conditions

1. Clean masonry surfaces only when air temperatures are 40 deg F (4 deg C) and above and will remain so until masonry has dried out, but for not less than 7 days after completion of cleaning.

2. Do not repoint mortar joints or repair masonry unless air temperatures are between 40 deg F (4 deg C) and 80 deg F (27 deg C) and will remain so for at least for 48 hours after completion of work.

B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602:

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

C. Sequencing/Scheduling

1. Perform masonry restoration work in the following sequence:

a. Repair existing masonry including replacing existing masonry with new masonry materials.

b. Rake-out existing mortar from joints indicated to be re-pointed.

c. Repoint existing mortar joints of masonry indicated to be restored.

d. Clean existing masonry surfaces.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

A. Face Brick

1. Provide face brick to match existing

B. Building Brick

1. Provide building brick complying with ASTM C62 for masonry work concealed from view, of same vertical dimension as face brick.

a. Grade SW, MW, or NW for concealed back-up.

2.2 MORTAR MATERIALS

A. Portland Cement

1. ASTM C150, Type I

B. Hydrated Lime

1. ASTM C207, Type S.

C. Aggregate for Mortar: ASTM C144, unless otherwise indicated.

1. For pointing mortar provide sand with rounded edges.

2. Match size, texture and gradation of existing mortar as closely as possible.

D. Water

1. Clean, free of oils, acids, alkalis, and organic matter.

E. MORTAR MIXES

1. General:

a. Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean mechanical batch mixer.

b. Do not use admixtures of any kind in mortar, unless otherwise indicated.

2. Mortar Proportions

a. Mortar for Brick: One part Portland cement, 3 parts lime, 9 parts mortar aggregate.

b. Mortar for Stone: One part white Portland cement, 1 part lime, 6 parts mortar aggregate.

F. CHEMICAL CLEANING SOLUTIONS

1. General:

a. Unless otherwise indicated, dilute chemical cleaning materials with water to produce solutions of maximum 3% hydrofluoric acid concentration, but no greater than that recommended by chemical cleaner manufacturer.

2. Chemical Paint Remover: In concentration recommended by chemical cleaner manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Comply with recommendations of manufacturers of chemical cleaners for protecting building surfaces against damage from exposure to their products.

3.2 CLEANING EXISTING MASONRY

A. Procedures:

1. Proceed with cleaning in an orderly manner, resulting in uniform coverage of all surfaces; work from top to bottom of each scaffold width and from one end of each elevation to the other, using only cleaning methods indicated for each masonry material and location. Rinse off chemical residue and soil by working upwards from bottom to top of each treated area at each stage or scaffold setting.

B. Removal of Plant Growth:

1. Remove plant and moss growth completely from masonry surfaces. Carefully remove plants, creepers and vegetation by cutting at roots and allowing to dry as long as possible prior to removal. Remove loose soil or debris from open masonry joints to whatever depth it occurs.

2. Apply ammonium sulfamate or other acceptable root killing material to plant roots, in accordance with manufacturer's instructions. Do not apply materials to plants or vegetation to remain.

C. Water Applications:

1. Spray-apply water to masonry surfaces to comply with requirements indicated for location, purpose, water temperature, pressure, volume and equipment. Unless otherwise indicated, hold spray nozzle no less than 6" from surface of masonry and apply water from side to tide in overlapping bands to produce uniform coverage and an even effect.

D. Chemical Cleaner Application Methods:

1. Apply chemical cleaners to masonry surfaces to comply with chemical manufacturer's recommendation using brush or spray application methods, at Contractor's option, unless

otherwise indicated. Do not allow chemicals to remain on surface for periods longer than that indicated or recommended by manufacturer.

2. Do not apply chemical cleaners to same masonry surfaces more than twice.

E. Brickwork Cleaning: Clean brick masonry surfaces with acidic cleaner applied as follows:

1. Pre-wet masonry with cold water applied by low pressure spray. Apply acidic cleaner to masonry. Let cleaner remain on surface for period recommended by chemical cleaner manufacturer before rinsing away. Rinse masonry with cold water to remove chemicals and soil, applied at 400-800 psi, 3-6 gallons per minute. Repeat chemical cleaning procedure above where required to produce an effect established by mock-up. Do not apply more than twice.

F. Paint Removal

1. Apply chemical paint remover to remain on surface for period recommended by paint remover manufacturer.

2. Remove chemical and paint residue by rinsing with water applied by high pressure spray, 800-1200 psi, 3-6 gallons per minute.

3. Apply acidic cleaner as an after wash to masonry while it is still wet using low pressure spray equipment or soft fibered brush. Let cleaner remain on surface for period recommended by manufacturer, unless otherwise indicated.

4. Rinse masonry with cold water to remove chemicals and soil, applied by medium pressure spray, 400-800 psi, 3-6 gallons per minute.

3.3 BRICK REMOVAL AND REBUILDING

A. Brick Removal:

1. Carefully remove by hand at locations indicated any bricks which are buckled, damaged, spalled or deteriorated. Cut out full units from joint to joint and in manner to permit replacement with full size units.

2. Support and protect masonry indicated to remain which surrounds removal area.

3. Salvage as many whole, undamaged bricks as possible. Remove mortar, loose particles and soil from salvaged brick by cleaning with brushed and water. Store brick for reuse.

4. Clean remaining brick at edges of removal areas by removing mortar, dust, and loose debris in preparation for rebuilding.

B. Brick Rebuilding:

1. Install new or salvaged brick to replace removed brick. Fit replacement units into bonding and coursing pattern of existing bricks. If cutting is required use mortar driven saw designed to cut masonry with clean, sharp unchipped edges.

2. Lay replacement brick with completely filed, bed, head and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet clay bricks which have ASTM C67 initial rates of absorption (suction) of more than 30 grams per 30 sq. in. per minute. Use wetting methods ensure that units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing.

3. Tool exposed mortar joints in repaired areas to math joints of surrounding existing brickwork.

C. REPOINTING EXISTING MASONRY

1. Joint Raking

a. Rake out mortar from joints to depths equal to 2-1/2 times their widths but no less than 1-inch, nor less than required to expose sound, un-weathered mortar.

b. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris.

c. Do not spall edges masonry units or widen joints. Replace any masonry units which become damaged.

2. Joint Pointing

a. Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off, and joint surfaces are damp but free of standing water.

b. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8-inch until a uniform depth is formed. Compact each layer thoroughly and allow to become thumbprint-hard before applying next layer.

c. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with each of first and second layers filling approximately 2/5 of joint depth and third layer the remaining 1/5. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges recess final layer slightly from face. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar.

d. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

e. Cure mortar by maintaining in a damp condition for not less than 72 hours.

f. Where repointing work precedes cleaning of existing masonry allow mortar to harden not less than 30 days before beginning cleaning work.

3. Cleaning

a. After mortar has fully hardened thoroughly clean exposed masonry surfaces of excess mortar and foreign mater using stiff nylon or bristle brushes and clean water, spray applied at low pressure.

b. Use of metal scrapers or brushes will not be permitted.

END OF SECTION 04501

# DIVISION 6 – WOODS AND PLASTICS

## SECTION 06100
## ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

Rough carpentry: All framing, furring and sheathing shall be completed with rough hardware and installed in conformance with the New York City Building Code.

A. Framing is to resist wind load of 120 MPH.

B. Repair: Patches and scabs shall be installed in conformance with the New York City Building Code.

C. Replacement: Complete removal of damaged material and all associated construction as required and the installation of all new construction shall be in conformance with the New York City Building Code.

D. All work related to repairs and replacement of historically eligible properties as deemed by the Program shall involve the repair and replacement of wood elements to match the existing at locations on the exterior and are visible.

E. It is the responsibility of the Contractor to include historic material replacement and repairs and assembly requirements and it is the responsibility to field measure and verify existing conditions and materials.

F. Refer to Finish Carpentry Section 06200 for related construction.

G. This Section includes the following:

1. Wood framing.
2. Wood supports.
3. Wood blocking.
4. Wood cants.
5. Wood nailers.
6. Wood furring.
7. Wood grounds.
8. Wood sheathing.
9. Wood subflooring.
10. Wood underlayment.
11. Plywood backing panels.
12. Building wrap.

13. Structural Steel.

14. Wood sleeper.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review or equal.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

B. Application: Treat items indicated as follows:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

3. Wood framing members less than 15-inch above grade.

4. Wood floor plates that are installed over concrete slabs directly in contact with earth.

5. Wood members in contact with masonry or concrete, soil or water.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

2.4 DIMENSION LUMBER

A. General: Of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

2.5 TIMBER AND MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber for support or attachment of other construction:

B. For items of dimension lumber size, provide Standard, Stud grade lumber with 15 percent maximum moisture content of any species.

2.6 SHEATHING

A. Plywood Wall & Roof Sheathing: Exterior sheathing.

1. 5/8-inch Thick

B. Insulated Sheathing

1. Glass reinforced polyiso-cyanurate foam insulation board with aluminum foil facing on both sides.

2. Size and Edges: 4-foot wide, not less than 8-foot long, with square edges on sides.

2.7 SUBFLOORING AND UNDERLAYMENT

A. Plywood Subflooring: Exterior, Structural I single-floor panels or sheathing, 3/4-inch thick.

B. Plywood Underlayment for Resilient Flooring: DOC PS1, Exterior A-C with fully sanded face, 3/4-inch thick.

C. Plywood Underlayment for Carpet: DOC PS1, Exterior, C-D Plugged, 3/4-inch

D. Plywood Sheathing for Exterior: DOCPS1, Exterior C-D Plugged, 5/8-inch thick.

E. Hardboard Underlayment: AHA A135.4, Class 4 (Service), Surface S1S; with back side sanded, 3/4-inch thick.

F. Underlayment for Wood Flooring (Solid and Engineered Wood): Underlayment for wood flooring shall include Plywood and a Vapor Retardant.

1. Plywood: DOC PS1, Exterior A-C with fully sanded face, 3/4 in. thick.

2. Vapor Retardant: ASTM D4397, polyethylene sheet not less than 6.0 mils (0.15 mm) thick.

2.9 STRUCTURAL STEEL

A. Minimum thickness, not including rolled beams and channels, shall be as follows:

3. Steel not exposed to weather: 3/16-inch.

4. Steel exposed to weather but accessible for painting: 1/4-inch.

5. Steel partly exposed to weather and not accessible for painting: 5/16-inch.

B. All steel shall be furnished with one shop applied coat of red oxide primer. Field welds and connections shall be painted after erection. The shop paint shall be Non-Lead or another rust inhibitive steel primer.

PART 3 - EXECUTION

3.1 GENERAL WOOD INSTALLATION

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds**,** and similar supports to comply with requirements for attaching other construction.

B. All lumber to be grade marked and surfaced 4 sides. Minimum grading of lumber shall be as set forth in this section. Minimum grade for exterior wall and partition framing shall be stud grade or better. Size shall be 2-inch x 4-inch, spacing shall be 16-inch on center, unless larger members are required by

Law. All toe plates shall be factory pressure treated. For three-story buildings, studs in the first story shall be not less than 2-inch x 6-inch nominal sizes. All rough and framing lumber in contact with concrete will be termite resistant pressure treated lumber. All wood structural members shall be of sufficient size to carry the dead and require live loads without exceeding the allowable working stresses.

C. Anchorage of wood framing shall be in accordance with Manufactures' Specifications and the New York City Building Code.

D. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

E. Apply building paper horizontally with 2-inch (50-mm) overlap and 6-inch (150-mm) end lap; fasten to sheathing with galvanized staples or roofing nails. Cover upstanding flashing with 4-inch (102-mm) overlap.

3.2 INSTALLATION OF WOOD FRAMING

A. Exterior Wood Support Beam

1. Installation shall comply with the All New York City Ordinance amendments for inspections when installing new exterior wall wood support beams, as follows:

a. Install a new beam;

b. Set and shim new solid concrete piers and pads;

c. Splice all joint;

d. Splices shall be overlapped a minimum of 24-inch;

e. Wood shim depth from pier to beam shall not exceed 2-inch;

f. Beam size shall be 4-inch x 6-inch or greater;

g. New wood shall be treated lumber and when in contact with concrete or ground shall be spaced with metal or felt paper. (Work shall comply with the State Board of Windstorm Insurance Inspection)

h. Use pressure treated #2 yellow pine; concrete piers and pads from local producer; or equal

B. Interior Wood Support Beam

1. Installation or repair shall comply with all Law relating to inspections and installation methods and requirements when installing interior wood support beams, as follow:

a. Set & shim good existing piers, install new solid concrete piers and pads as needed;

b. Install a new beam with all joints overlapped a minimum of 24";

c. Wood shim depth from pier to beam shall not exceed 2-inch; beam size shall be 4-inch x6-inch or greater;

d. New wood shall be pressure treated #2 yellow pine lumber and when in contact with concrete or ground shall be spaced with metal or felt paper

C. Wood Porch Repair

1. Remove all rotted or damaged parts of the deck and foundation structural members and correct all leans, bows & sags. Materials shall match existing work. Paint porch with two coats of exterior porch and deck enamel.

D. Floor Joist

1. Install

   a. Install new floor joist with metal joist hangers a minimum of 16" O.C. Splices shall be overlapped a minimum of 24";

2. Repair

   a. Jacking and shimming to remove sag, bow, and bounce. Splice weak areas. Anchor loose ends with metal joist hangers. Install cross braces to remove bow in joist.

E. Wood Floor Framing

1. Plywood subflooring shall be grade C-D plywood or better; minimum thickness shall be 3/4-inch where joists are spaced at 16-inch o.c. and edges shall be continuously supported. Plywood joints are to be staggered.

2. Plywood shall be underlayment grade or better with exterior glue in those areas subject to moisture penetration. Underlayment to be painted. Chipboard not allowed in kitchen and bath. Provide at least 1/2-inch clearance between subflooring and masonry or concrete walls.

3. Subfloor boards used as a base for adhesive applied resilient flooring and ceramic tile shall have a thickness of 3/4-inch.

4. Exterior plywood shall be used where exposed to weather or where necessary for structural purposes and shall be painted. Finished floors, when of wood, shall be of hardwood or vertical grain kiln-dried soft wood. All surfaces of finished wood floors shall be properly sanded, filled, sealed and varnished with two coats of polyurethane varnish.

F. Sills

1. Termite shields are to be metal and extend 2-inch over each side of foundation wall. Shields are to separate all exterior sill plates from masonry. Sill sealer is to be of fiberglass with a nominal dimension of 1-inch x 4-inch, and is to be placed over termite shield and under exterior sill plate. Sill plates are to be weather treated with a nominal thickness of 2-inch and a nominal width of 8-inch.

G. Floors Subfloor

1. Install

   a. Remove damaged or rotted subfloor and replace any rotted or damaged floor frame members; install subfloor to match existing; install 15-lb roofing entire floor area

2. Repair

a. Remove damaged or rotted subfloor (where existing is a single floor, repair as subfloor). Subfloor in solid good condition shall remain and be prepped to receive scheduled floor finish. Install new wood to complete subfloor; install 15-lb asphalt felt to entire area Create a smooth and level subsurface for floor finish installation

H. Floor Underlayment

1. Over top of floor joist, install new 3/4-inch C-D or better plywood across joists for subfloor; install 15-lb roofing felt to entire floor area; stagger all plywood joints; nail down plywood ring shank nails at 4-inch o.c. at edges and 8-inch in rows at middle; set all nail heads; fill all depressions and joints with hardrock putty; sand all rough areas for smooth surface finish. Paint with exterior grade paint.
2.

I. Wood Columns

1. Columns shall be continuous without splices. Shall bear on concrete or solid masonry base. In basements, top of base shall be at least 3-inch above finished floor. Top of column shall be fastened to girder with metal clip angles, with leg screws, spiked or bolted.

J. Wood Joists

1. Joists are laid 16-inch o.c. with a nominal thickness of 2-inch and the same width as existing joists or as specified. All nails and other metals are to be galvanized. Joists shall be doubled under all partitions, around stair wells, chimneys and other openings where unusual loading conditions.

K. Cross Bridging

1. Bridging shall be placed approximately 8-foot apart with 2 rows of 1-inch x 3-inch boards or compression type metal bridging double nailed and driven up tight.

L. Joist Framing at Masonry

1. Joists shall be “fire cut” sawed. The minimum bearing for joist shall be 3-inch.

M. Joist Framing at Side of Wood Beam

1. Steel joist hangers shall be 1-inch strap iron or as specified under Accessories. Steel angle shall be 3-inch x 2-inch 18 gauge 6-inch long applied to both sides of joists or as specified under accessories. Wood bearing strap shall be at least 2-inch x 2-inch. Joist shall not be notched more than 1/4 of joist depth. Toenail joist to girder.

N. Plywood Deck Sheathing

1. Plywood sheathing to match existing in thickness with tight joints at all edges. New decks over 16-inch o.c. joist shall have 5/8-inch T & G plywood glued and nailed perpendicular to joists. 24-inch o.c. joist shall use 3/4-inch T&G plywood. All nails and other metals are to be galvanized. Rows of plywood sheathing are to be staggered a minimum of 24-inch per row with recommended stagger of 48-inch.

O. Interior Partition Framing

1. Framing Studs in one and two-story buildings shall follow standard practice and shall not be less than nominal 2-inch x 4-inch with the wide face perpendicular to the partitions. In three-story buildings studs in the first story shall be no less than nominal 3-inch x 4-inch or 2-inch x 6-inch.

Studs supporting floors ceilings and roofs shall be spaced not more than 16-inch o.c. Double studs shall be provided on each side of openings exceeding 3-foot in width, and triple studs shall be provide on each side of openings exceeding 6-foot in width.

2. Headers not exceeding spans recommended by American Wood Products Association shall be provided over each opening in bearing partitions. Where the opening exceeds 3-foot in width, each end of the header shall be supported on one stud and where the opening exceeds 6-foot each end shall be supported by two studs.

3. Studs shall be capped with double top plates installed to provide overlapping at corners and at intersections with exterior walls. End joints in double top plates shall be offset at least 24-inch. For platform frame construction, studs shall rest on a single bottom plate.

4. Wall Structure Repair

   a. Expose the noted area by removing carefully interior or exterior wall covering, remove and replace rotted or damaged wood and restore to match adjacent area;

5. 2 Hour Rated Fire Walls

   a. Structural wood members in firewall are to be fire treated, with any plates in contact with concrete or masonry to be weather treated as well. Two layers of 5/8-inch fire code water resistant sheetrock is to be applied with nails and glue to the exterior side of the firewall. The first layer is to be installed vertically, the second layer horizon tally staggering every other row with a recommended stagger of 48-inch. Two layers of 5/8-inch fire code sheetrock is to be applied on the interior of the wall in the same manner.

6. Bath Wet Walls

   a. 2-inch x 6-inch studs in partition of bathroom shall be used to form passage of bathroom pipes;

   b. Unless reinforced, studs shall not be notched more than l in. of their depth or drilled through the wide face more than 1-1/4-inch in a 4-inch stud, or 2-inch in a 6-inch stud.

P. Exterior Wall Framing

1. Studs in one-and-two story buildings shall be not less than nominal 2-inch x 4-inch with the wide face perpendicular to wall. Studs supporting ceilings and roofs shall be spaced not more than 16-inch o.c..

2. All plates are to be 2 x 4's. Top plate is to be doubled and interlocking at corners and wall sections. Bottom plate is to be moisture treated if resting on or beside concrete or masonry. Bottom sill plates are to be secured by 1/2-inch x 8-inch anchor bolts or 1/2-inch x 6-inch compression anchor bolts at 8-foot x 0-inch O.C. and 1-foot x 0-inch from each corner.

3. Headers to be made up of 2 – 2 x 6's for spans up to 5-foot, 2 – 2 x 8's for spans up to 6-feet. Use 2 – 2 x 10's for spans up to 10-feet. Secure beams together so that load is distributed evenly for load bearing walls.

4. Bracing of Exterior Stud Walls

   a. Not less than three (3) studs shall be installed at every corner of an exterior wall.

   b. Stud walls shall be braced by one of the following methods:

1) Nominal 1-inch x 4-inch continuous diagonal strip set into the face of the studs and top and bottom places at each corner of the building or approved metal corner bracing. Wood boards of 5/8-inch (net) minimum thickness applied diagonally.

2) Wood sheathing panels 4-foot by 8-foot of 5/8-inch minimum thickness applied horizontally.

3) Plywood sheathing panels not less than 48-inch wide and 96-inch long applied vertically.

c. Sheathing, where required for exterior walls, shall be applied solidly over the wall surface and shall be one or more of the following materials:

1) Wood boards and sheathing panes shall be minimum 5/8-inch plywood;

2) Plywood not less than 5/16-inch thick for 16-inch stucco spacing.

d. Sheathing may be omitted over plywood except where exterior wall stucco finish, brick veneer and exterior wall coverings are used which permit the passage of water.

e. Studs shall be capped with double top plates installed to provide overlapping at corners and intersections with bearing partitions. In lieu of double top plate, a continuous header may be used.

f. End joints in double top plates shall be offset at least 24-inch.

g. For Platform Frame Construction, studs shall rest on a single bottom plate.

h. Galvanized strapping as required by the New York City Building Code.

5. Openings in Exterior Walls

Work shall comply with all applicable regulatory requirements. Double studs shall be provided on each side of openings exceeding 3-foot in width, and triple studs shall be provided on each side of openings exceeding 6-foot in width.

a. Double headers shall be provided over each opening in exterior bearing walls. Built up construction of double headers may be of solid lumber or equivalent cross-section. Where the opening does not exceed 3-foot, each end of the header shall be supported on a stud or framing anchor. Where the openings exceed 3-foot in width, each end of the double header shall be supported on one stud and where the opening exceeds 6-foot, each end shall be supported on 2 studs.

b. Plates

1) Bottom plates are to be weather treated if they rest on or beside concrete or masonry; yop plates are to be 2 x 4's doubled and interlocking at corners and wall, if larger studs are required larger plates will be required as well.

Q. Roof Framing

1. Wood Rafters

a. Reference New York City Building Code Chapter 23.

2. Wood Trusses

a. Trusses should be used whenever possible and match existing roof pitches whenever possible. Truss drawings and installation instruction shall be available on site in accordance with 2308.10.7 of the New York City Building Code.

3. Roof Sheathing

a. Exterior glued 4-foot x 8-foot x 5/8-inch plywood, type CDX. Use "H" clips for intermediate support with spacing greater than 24-inch O.C.

b. Install plywood perpendicular to rafters and stagger every other row 48-inch. Joints in lumber sheathing shall occur over supports unless end-matches lumber or approved clips are used in which case each piece shall bear on at least 2 rafters or joists.

R. Roof Structure Repair

1. Jack and brace to eliminate rafter (truss) sag, release pressure stress to stop rafter bowling. Splice weak or damaged rafters with a minimum of 24" overlap; anchor loose rafter tails to ceiling joist with metal plates. Use struts or braces to correct structural defects;

S. Roof Structure Install

1. Remove all rotted or damaged rafter(s) and roof members at location and install new 2-inch x 6-inch installation rafter(s) or trusses. Anchor rafters to joist ends with metal plates;

3.3 INSTALLATION OF STRUCTURAL STEEL

A. Columns and Plates

1. Steel bearing on walls shall be as required to distribute the load, but a minimum of 4-inch bearing is required. Bearing plates at least 1/4-inch thick shall be installed where beams or girders rest on concrete or brick. Plates shall be bedded in cement mortar.

2. Columns supporting wood beams or girders shall have installed a suitable column cap not less than 1/4-inch thick. Columns shall have a steel or cast iron base anchored by bolts.

B. Steel Joists

3. Open web steel joist shall be properly bridged. At termination of each row of bridging, secure same to side anchors which shall be built into the wall by the masonry contractor. All steel to steel connections shall be welded.

C. Metal Columns

1. Install

a. Remove existing support columns and install securely anchored new metal replacement columns. Paint with metal primer.

2. Repair shall consists mainly of anchoring and painting

END OF SECTION 06100

**SECTION 06200**
**FINISH CARPENTRY**

PART 1 - GENERAL

1.1 SUMMARY

A. Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections.

B. All work related to the repairs of historically eligible properties as deemed by the Program shall involve the repair and replacement of exterior wood architectural details and finish wood elements as listed in this section to match existing is size, shape, profile and installation method of the existing unless such installation method conflicts with governing codes at locations that are on the exterior and visible. It is the responsibility of the Contractor to verify size, shape, material and assembly of historic exterior woodwork and costs associated with the repair and replacement of said. Field measurement and inspection maybe required.

C. This Section includes the following:

1. Standing and running trim.

2. Stairs and railings.

3. Misc. Metal related to Finish Carpentry.

4. Historic Hand and Guard Rails

5. Historic Standing and Running Trim

6. Soffits

7. Fascia

8. Cornices

9. Porch Repair

10. Historic Wood Skirting

D. See Section 06400 "Interior Architectural Woodwork" for interior woodwork not specified in this Section including cabinetry and laminate countertops.

E. See Section 07460 “Siding” for wood siding.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

A. Comply with the applicable provisions for grading and workmanship of the ARCHITECTURAL WOODWORK QUALITY STANDARDS ILLUSTRATED of the American Woodwork Institute (AWI).

B. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," for lumber and with applicable grading rules of inspection agencies certified by the American Lumber Standards Committee Board of Review or equal.

C. Softwood Plywood: Comply with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."

D. Hardwood Plywood: Comply with HPVA HP-1, "Interim Voluntary Standard for Hardwood and Decorative Plywood."

E. Preservative Treatment: Comply with NWWDA I.S. 4 for exterior finish carpentry to receive water-repellent preservative treatment.

F. Fire-Retardant Treatment: Where indicated, use materials impregnated with fire-retardant chemicals per AWPA C20; exterior type or interior Type A as required.

G. Woodwork for Paint Finish

1. Grade: AWI Section 300, Standard Grade.

2. Species of wood: Any closed grain softwood or any closed grain hardwood species.

H. Woodwork for Transparent Finish

1. Species: Match existing.

2. Grade: AWI Section 300, Standard Grade.

I. Exceptions to Previous Quality Requirements for Interior Woodwork

1. Ornamental woodwork: Comply with AWI Section 700, Custom Grade

2.2 STANDING AND RUNNING TRIM

A. Exterior Standing and Running Trim: Finished lumber and moldings

1. Species and Grade: Smooth-textured, B & B, southern yellow pine; SPIB.

B. Exterior Historic Standing and Running Trim: Finished lumber and moldings

1. Species and Grade: Smooth-textured, B & B, southern yellow pine; SPIB.

2. Profiles and Size: Matching existing profile and size. Contractor is responsible for measuring size and profile and quantity requiring replacement for Historically Eligible properties.

C. Primed Hardboard Trim: Fabricated from high-temperature-cured, high-resin, wood fiber composite; factory primed on face and two edges; and recommended by manufacturer for exterior use.

D. Interior Standing and Running Trim: Finished lumber and moldings.

1. Species and Grade or Cut: C Select, eastern white pine; NELMA or B & Btr. Select or Supreme, Idaho white, lodge pole, ponderosa, or sugar pine; WWPA.

E. Wood Molding Patterns: Stock moldings made to patterns included in WMMPA WM 7 and graded under WMMPA WM 4.

1. Base: BASE STANDARD WM 713 (ranch base) 3-1/4-inch high.

2. Shoe Mold: Clear, kiln-dried red oak; WM 126, 1/2-by-3/4-inch (13-by-19-mm) quarter-round shoe.

3. Casings: 2-1/4-inch eased edge.

4. Moldings for Transparent Finish: N-Grade.

5. Moldings for Painted Finish: P-Grade.

F. Shelving: 3/4-inch (19-mm) solid wood shelving with radiused and filled front edge.

2.3 STAIRS AND RAILINGS

A. Interior Stair Treads except attic and basement: 1-1/16-inch (27-mm), clear, kiln-dried, edge-glued, rift-sawn red oak stepping with half-round nosing.

B. Interior Stair Treads at attic and basement: 1-1/16-inch (27-mm), clear, kiln-dried, edge-glued, Douglas Fir, D Select, edge grain, or Southern Pine, Grade D, stepping with half-round nosing.

C. Exterior Stair Treads: 1-1/4-inch (32-mm), kiln-dried, pressure-preservative-treated, southern yellow pine, B & B stepping with half-round nosing.

D. Interior Railings except at basement and attic stairs: Clear, kiln-dried, Natural Birch A quality. Beech, Hard Maple, or Pecan, select grade.

E. Exterior Railings: Clear, kiln-dried, pressure-preservative-treated, southern yellow pine railing stock of pattern indicated.

1. ADA compliant height with bottom rails two (2) inches from decking and line pickets or treated trim board at a minimum of four (4) inches on center.
2. Sizing is to be as follows:
   a. Top Rail: 3 ½”
   b. Bottom Rail: 3 ½”
   c. Pickets: 1 ¼” Square pressure treated trim board
   d. Top Cap: Water Shedding double beveled or smooth faced and round 3 ½” minimum width x 1” nominal height at top of bevel or center of arch for the rounded railings.

2.4 STRIP PORCH FLOORING

A. Where replacement exceeds 50%, use #2 or better 2 x 6 treated pine.

2.5 SIDING

1. Refer to Section 07460 for siding.
2.

2.6 HISTORIC SOFFIT

A. Patch and repair or replace as required soffit at the homes deemed historically eligible. Soffits are to match pattern and size, shape and profile of the existing. Materials should match existing and should be exterior grade and moisture resistant.

2.7 HISTORIC FASCIA

A. Patch and repair or replace as required fascia at the homes deemed historically eligible. Fascias are to match pattern and size, shape and profile of the existing. Materials should match existing and should be exterior grade and moisture resistant

2.8 HISTORIC HAND AND GUARDRAILS

A. Patch and repair existing handrails at the homes deemed historically eligible. Handrails are to match pattern and size, shape and profile of the existing.

B. Replacement of handrails at those locations where non-historic handrails are to be replaced or additional handrails are required on historically eligible homes, the handrails are to be as follows:
   1. Clear kiln dried pressure preservative treated, south yellow pine railing of ADA compliant height with top and bottom rails with in line pickets at a minimum of four (4) inches on center.
   2. Sizing is to be as follows:
      a. Top Rail: 2 ¼”
      b. Bottom Rail: 3 ¾”
      c. Pickets: 1 1/1/4” Square Pickets
      d. Top Cap: Water Shedding double beveled 4 ½” minimum width x 1” nominal Height at top of Bevel.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prime and back-prime lumber for painted finish exposed on the exterior. Comply with requirements for surface preparation and application in Section 09912"Paint."
B. Reference Section 09912 for paint finishes

3.2 INSTALLATION OF EXTERIOR FINISH CARPENTRY

A. General Exterior Finish Carpentry

   1. Provide designs, sizes and materials to match existing whenever possible.

   2. Joints in millwork and trim shall be tight, concealing shrinkage and excluding water.

   3. In addition to nailing, glue joints of built-up items as necessary for weather resistant construction.

   4. Cope molded work at returns and interior angles and miter it at external corners.

   5. Furnish exterior door and window trim in single lengths.

   6. Furnish cornices and other exterior trim in maximum practicable lengths.

   7. Fasten woodwork with galvanized finish nails suitable for setting.

   8. Provide blind nailing as far as practicable.

   9. Set face nails for putty stopping.

B. Wood Steps Repair

1. Remove and replace rotted, damaged or missing parts of the wood steps by nailing loose parts. Anchor steps securely to house. Prime new wood with acrylic primer and paint steps with two coats of exterior porch and deck enamel;

2. New wood shall be treated lumber and when in contact with concrete or ground shall be spaced with galvanized metal or felt paper. Use pressure treated #2 yellow pine

C. Wood Steps Install

1. Remove the existing steps and prepare for new site built steps. Minimum width shall be 44-inch wide; minimum run shall be 10-inch. Riser height maximum 7-1/2-inch. Use pressure treated # 2 yellow pine;

D. Wood Fascia Repair

1. Remove and replace rotted or damaged area; nail down all loose fascias, replace missing pieces. Prime all new wood with an acrylic primer & apply two coats of exterior latex paint to all fascias and caulk all seams

E. Wood Fascia Install

1. Remove and replace wood fascia as specified above (See Wood Facial Repair);

F. Soffit Repair: Apply 3/8-inch Grade B-C Exterior Plywood with Medium Density Overlay, or match existing materials. Prime all new wood with prime and apply two coats of exterior latex paint to all soffits. Caulk all seams. Nail at 12-inches on center on all supports.

G. Soffit Install: Apply 3/8-inch Grade B-C Exterior Plywood with Medium Density Overlay, or match existing materials. Fully prime all new wood with primer and paint with two coats of exterior latex. Caulk all seams.

H. Exterior Stair Repair

1. Remove all rotted or damaged parts of the exterior stairway and replace as necessary to match existing. Prime all metal to prevent rust.

I. Exterior Stair Install

1. Remove existing stairway and replace with new stairway using procedures as indicated in the above repair description. All work, dimensions and materials shall match existing. All work shall be treated lumber and be painted with exterior porch and deck enamel. All metal to be primed to prevent rust.

J. Cornice

1. Assemble with necessary blocking to form protection for vertical joints. Fabricate lookouts for cornices of not less than 2-inch stock to provide nailing at all points of cornice.

K. Wood Porch Repair

1. Remove all rotted or damaged parts of the deck and foundation structural members and correct faulty support piers. Match existing work. Materials used for repair shall match existing work; Paint porch with two coats of exterior porch and deck enamel. New wood shall be treated lumber and when in contact with concrete or grounds shall be spaced with metal or felt paper;

L. Porch Ceilings

1. Cover with 9/16-inch x 3-1/4-inch, dressed and matched, V-grooved ceiling, or 3/8-inch, exterior type plywood, grade A-C or medium density overlay, or match existing. Provide solid bearing at joints, ends, and edges of plywood. Joints shall be V-grooved or batten covered. Cut end joints of V-Grooved ceiling square and locate joints over centerline of bearings. Blind and face nail each piece at each end and at each bearing with two sixpenny finish nails with heads set for putty stopping

M. Porch Overhang/Canopy/Repair

1. Repair rotted or damaged parts of the porch overhang/canopy (include roof cover, porch ceiling cover, structural bracing) by removing rot. Prime and paint canopy with two coats of exterior Latex

N. Porch Overhang/Canopy Install

1. Remove the existing overhang/canopy and install new overhang/canopy constructed of 2" x 6" framing members. One half (1/2-inch) CDX plywood decking, 15 lbs. roofing felt, Number 3 tab fiberglass/asphaltic shingles. Install metal drip edging: Minimum size shall be 3-inch x 5-inch.

2. Metal roof flashing shall be installed between overhang/canopy and house;

3. Sealed with a water proof adhesive sealer; new wood shall be primed with latex primer and painted with two coats of exterior latex;

O. Strip flooring for Porches

1. Place strip flooring across supports, with close joints, driven tightly. Stagger joints and blind nail with 8 penny screw type or cement coated cut steel nails.

P. Railings

1. Construct of not less than 2-inch stock. Upper rails shall be grooved to receive balusters. Balusters shall be 1-5/16-inches square, fitted to bottom rail and toe-nailed in place.

Q. Wood Overhang Support Column Repair

1. Make columns secure by anchoring with metal "L" brackets at top and bottom;

R. Wood Overhang Support Column Install

1. Remove existing support column(s), install new wood column(s) at location. New column(s) shall be no less than 4-inch x 4-inch treated post. Prime wood columns with one coat acrylic primer and two coats of exterior Latex. Use Pressure Treated Columns; designed or square post.

S. Wood Skirting Repair

1. Remove and replace rotted or damaged parts of the skirt with treated lumber. Soft prime all new and bare wood; paint with two coats of exterior latex; and backfill. Place and compact backfill around skirt. Foundation vents shall be 8-inch x 10-inch galvanized metal

T. Wood Skirting Install

1. Remove existing skirting in the designated area; install new 18 gauge metal "L" channel 4-inch below surface. Install new 7/8-inch x 4-foot x 8-foot T-111, 105 1/2-inch x 10-inch tap siding; or 1/2-inch x 8-inch masonite lap siding with metal foundation vents; prime all new wood with acrylic primer; paint skirt with 2 coats of exterior latex paint. See above for backfill and foundation vents.

3.3 INSTALLATION OF INTERIOR FINISH CARPENTRY

A. Base Boards, Window and Door Casing, Crown and other Moldings Base

1. General installation:

a. Whenever possible, new baseboard, moldings and casings are to be matched in size and shape to existing trim. All joints are to be cut to fit and be tight. Fasten trim work with the appropriate nails, fasteners, or adhesives. All nails are to be countersunk and filled. No new materials that are split or otherwise defective will be accepted. All joints in continuous rows of trim will be scarfed and break on a stud. Material used should be mill finished, and sanded, white pine free from scars. Sand wood before painting. Use stain grade trim where specified and stain and match existing. Paint all trim with two coats of interior Latex Semi-Gloss Enamel.

2. Base and Ceiling Trim Repair

a. Repair all fixtures and attach surface items. Fill all holes, joints and damaged areas with Latex filler compound

3. Base and Ceiling Trim Install

a. Remove the trim at location and install new trim at designated locations.

B. Thresholds

1. Cut to fit jambs. Secure with casing nails set for putty stopping on wood framing and with double headed screws and expansion shields on concrete or masonry.

C. Chair Rails

1. Match existing, shall have mitered corners, set back 3/8-inch from the face of jambs, and nailed to finish and rough jambs and grounds.

D. Casings

1. Match existing, shall have mitered corners, set back 3/8-inch from the face of jambs, and nailed to finish and rough jambs and grounds.

E. Plinth Blocks

1. Conform to profile of casings.

F. Ceiling Scuttles (Attic Access)

1. Attic space shall be provided with an interior access opening not less than 22-inch x 36-inch. Access opening shall be readily accessible and provided with lid or device that may be easily removed or operated, or with the installation of pull down stairs as per write-up.

2. Attic Access Repair

a. Repair frame, trim, and opening door cover. Access shall not allow insulation or dust infiltration;

3. Attic Access Install

a. Install new access, complete with all framing, trim and hardware or install pull down-stairs as per write up. (See Attic Disappearing Stair in Paragraph H.3.) Size shall be a minimum 22-inch x 30-inch. Access stairs to be fire rated, 350-lb weight limit stairs, sealed from conditioned space. Finish wood trim around framed opening.

G. Interior Stair

1. General

a. Interior stairs shall have a minimum, continuous headroom of 6-foot, 8-inch measured vertically. Minimum width clear of handrail shall be 2-foot, 10-inch for main stairs. Stringers shall have solid bearing top and bottom. Top of stringer shall have not less than 4-inch end bearing or be adequately anchored to header. Exterior stairs shall bear upon top of slab or on bottom stop constructed of concrete. Minimum effective stringer depth shall be 3-1/2-inch. When the distance between stringers exceeds 2-foot, 8-inch a center stringer shall be installed, except that 2-inch treads may span 3-foot between stringers. Treads and risers of required stairs shall be so proportioned that the sum of 2 risers and a tread exclusive of projection of nosing, is 25-inch. The height of the riser shall not exceed 7-3/4-inch and treads, exclusive of nosing, shall not be less than 10-inch wide. Every tread less than 10-inch wide shall have a nosing, or effective projection, of approximately 1-inch over the level immediately below that tread.

b. Treads shall be of uniform width and risers of uniform height in any one flight of stairs. A flight of stairs shall not have a vertical rise of more than 12-foot between floors or landings. The length and width of landings shall be not less than the width of stairways in which they occur. All stairs shall have handrails, or well secured handrails or guards on both sides of stairs of not less than 30-inch and nor more than 34-foot high. Stairs of less than 44-inch in width may have handrails on one side only. Horizontal runs of rails around open walls shall be not less than 36-foot high. All exterior stairways shall be constructed of treated lumber and painted with two coats exterior enamel. Wood stairs shall be of hardwood or vertical grain kiln-dried, soft wood. Finish treads shall match existing.

c. Stair work shall be fitted, nailed, screwed, or bolted, and glued together forming a strong and rigid structure without squeaks or vibration.

d. Treads and risers shall comply with the New York City Building Code.

e. Handrail shall comply with the New York City Building Code.

2. Attic and Basement Stair

a. Stair and rails to comply with General Interior Stair Guidelines.

3. Attic Disappearing Stair

a. Replace damaged or missing parts, and adjust operation for safe usage. If required, remove entire existing unit and replace with unit equivalent to Section 06200, 3.4, G. Provide unit if mechanical equipment or insulation is located in attic.

3.5 INSTALLATION OF MISCELLANEOUS ITEM

A. Vent Screening

4. Provide new screen cloth to match existing Install vents securely anchored in place and insect proof.

B. Metal Handrail Repair

1. Anchoring and painting: All handrails shall be securely anchored, metal “L” brackets bolted at top and bottom. Paint with metal primer.

END OF SECTION 06200

**SECTION 06400**
**INTERIOR ARCHITECTURAL WOODWORK**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

1.2 SUMMARY

A. This Section includes the following:

1. Wood cabinets: Match existing where applicable.

2. Plastic-laminate countertops: Match existing where applicable.

3. Solid-surfacing-material countertops: Match existing where applicable.

4. Closet and utility shelving: Match existing where applicable.

5. Shop finishing of interior woodwork: Match existing where applicable.

B. Related Sections include the following:

1. Section 06100 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.

2. Section 06200 "Finish Carpentry" for interior carpentry exposed to view that is not specified in this Section.

1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

A. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components at a scale of 1/4-inch per foot.

1.5 QUALITY ASSURANCE

A. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1. Provide AWI Quality Certification Program labels or certificates indicating that woodwork, including installation, complies with requirements of grades specified.

B. Fire-Test-Response Characteristics: Where fire-retardant materials or products are indicated, provide materials and products with specified fire-test-response characteristics as determined by testing identical products per test method indicated by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify with appropriate markings of applicable testing and inspecting agency in the form of separable paper label or, where required by authorities having jurisdiction, imprint on surfaces of materials that will be concealed from view after installation.

1.6 PROJECT CONDITIONS

A. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Wood Species and Cut for Transparent Finish: Birch, plain sawn or sliced.

C. Wood Products: Comply with the following:

1. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

D. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following or approved equal:

a. Formica Corporation.

b. Nevamar Company, LLC; Decorative Products Div.

c. Wilsonart International; Div. of Premark International, Inc.

E. Solid-Surfacing Material: See specifications for “Simulated Stone Countertops”.

2.2 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this Article that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified.

1. Do not use treated materials that do not comply with requirements of referenced woodworking standard or that are warped, discolored, or otherwise defective.

2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.

3. Identify fire-retardant-treated materials with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

2.3 HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items specified in Division 8.

B. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Brass, Blackened, Bright Relieved, Clear Coated: BHMA 610 for brass base; BHMA 636 for steel base.

2. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.

C. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Adhesive for Bonding Plastic Laminate: Un-pigmented contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION, GENERAL

A. Interior Woodwork Grade: Unless otherwise indicated, provide interior woodwork complying with referenced quality standard.

B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

C. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

D. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4-inch (19-mm) Thick or Less: 1/16-inch (1.5-mm).

2. Edges of Rails and Similar Members More Than 3/4-inch (19-mm) Thick: 1/8-inch (3-mm).

E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of openings in countertops with a coat of varnish.

## 2.6 WOOD CABINETS

A. Grade: Standard.

B. New kitchen cabinets will meet the ANSI A208.1 and A208.2 standard for formaldehyde content of particleboard and MDF, or have exposed edges of particleboard and MDF sealed to prevent the out-gassing of formaldehyde. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets, and a dishwasher. Corners in countertop designs are permitted if factory assembled. A drawer base (12" or 15") will be included in new cabinetry.

C. Cabinets to be Merillat Classic in the following door styles or approved equal. Color and style to be selected by Homeowner from program offerings.

1. Door Styles:
   a. Fusion
   b. Portrait (with 5 piece drawer)
   c. Avenue (with 5 piece drawer)
2. Colors:
   a. Cotton
   b. Kona
   c. Natural
   d. Sable

D. Manufacturers/Series
1. Merillat/Merillat Classic
2. Quality Cabinets/Quality Series

## 2.7 PLASTIC-LAMINATE COUNTERTOPS

A. Grade: Standard.

B. High-Pressure Decorative Laminate Grade: HGS. (Horizontal Grade) for Flat Laid installation.

C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. As selected by Homeownerwner from HRP offered choices in the following categories:

   a. Solid colors, matte finish.

   b. Patterns, matte finish.

D. Edge Treatment: Same as laminate cladding on horizontal surfaces.

E. Core Material: Exterior-grade plywood.

F. Core Material at Sinks: Exterior-grade plywood.

## 2.8 CLOSET AND UTILITY SHELVING

A. Shelf Material: 3/4-inch (19-mm) x 12-inch solid lumber, painted.

B. Cleats: 3/4-inch (19-mm) solid lumber.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.

B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.

C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8-inch in 96-inches (3-mm in 2400-mm).

D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install cabinets with no more than 1/8-inch in 96-inch (3-mm in 2400-mm) sag, bow, or other variation from a straight line.

2. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16-inches (400-mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.

F. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

2. Install countertops with no more than 1/8-inch in 96-inch (3-mm in 2400-mm) sag, bow, or other variation from a straight line.

3. Secure backsplashes to walls with adhesive.

4. Caulk space between backsplash and wall

G. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

3.2 ADJUSTING AND CLEANING

A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

END OF SECTION 06400

# DIVISION 7 – THERMAL AND MOISTURE PROTECTION

## SECTION 07140
## FLUID APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Residential applied waterproofing.

1.2 QUALITY ASSURANCE

A. Utilize an applicator trained and approved by the waterproofing manufacturer and comply with Regulatory Requirements and Approvals: Comply with requirements of the following.

1. ICC Evaluation Services, Inc. (ICC) ESR-3062.

PART 2 - PRODUCTS

2.1 WATERPROOFING SYSTEMS

A. Provide waterproofing systems that prevent the passage of liquid water under hydrostatic pressure and that comply with specified physical requirements as demonstrated by testing performed by independent testing agency on manufacturer's current waterproofing formulations and system design; use materials specified below.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean and prepare substrate according to manufacturer's recommendations. Provide clean, dust-free, and dry substrate for waterproofing application.

B. Prepare and treat vertical and horizontal 90 degree terminations, edge terminations, penetrations through waterproofing material, expansion joints, cracks, drains, and sleeves according to ASTM C 898 and manufacturer's recommendations.

C. At each area to be treated, apply two coats of joint detailing mastic; embed joint reinforcing strip in first coat and apply second coat entirely covering the embedded joint reinforcing strip ensuring complete saturation.

1. 90 Degree Terminations, Vertical and Horizontal: 6 inches (150 mm) on each side.

2. Penetrations, Drains, Sleeves: 6 inches (150 mm) radius around penetration and 3 inches (75 mm) onto penetrating object.

3. and Cracks: 6 inches (150 mm) wide on each side of joint/crack.

D. Secure and protect plumbing, electrical, mechanical and structural items to be under or passing through waterproof membrane prior to membrane application.

E. When it is not possible to install waterproofing before placement of reinforcing steel, exposed reinforcing steel shall be masked by General Contractor prior to membrane application.

3.2 BELOW GRADE INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. For vertical application apply a uniform coat of waterproofing to entire wall area. Obtain a seamless membrane free of entrapped gasses, with a minimum dry film thickness of 60 mil (1.5 mm) below-grade wall application.

1. Apply fluid membrane onto footing area a minimum of 4 inches (102 mm) to prevent water pooling.

2. Allow membrane to cure for 24 hours before placing any backfill against the wall.

3. Apply drainage board.

3.3 Cure waterproofing according to manufacturer's recommendations, taking care to prevent contamination and damage during application stages and curing.

END OF SECTION 07140

**SECTION 07210**
**BUILDING INSULATION**

PART 1 - GENERAL

1.1 SUMMARY

A. Scope:

1. Provide all labor, materials, equipment, services, and perform all operations required for complete installation and related work as follows:

a. Insulations of attics, crawl spaces, and basements;

b. Insulation of subfloors and crawl spaces;

c. Insulation under slabs-on-grade;

d. Foundation wall insulation (supporting backfill);

e. Cavity wall insulation;

f. Concealed building insulation;

g. Exposed building insulation;

h. Loose-fill building insulation;

i. Insulation of heat conveying systems, radiator piping, duct work, and water conveying systems;

j. Provisions of vapor retarders;

k. Creation of adequate ventilation.

2. Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier. Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.

3. For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.

4. Install ≥ R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.

1.2 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E84 for surface-burning characteristics and other methods indicated with product, by UL or another testing and

inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

B. Testing Regulations

1. Building envelope air tightness shall be demonstrated by a blower door test in accordance with _____of the New York City Energy Conservation Code. Blower door tests will only be required on New Construction.

2. Fenestration air leakage shall not exceed requirements of _____of the New York City Energy Conservation Code.

3. Duct tightness test shall be verified by either Post-construction test or Rough-in test in accordance with _____of the New York City Energy Conservation Code for all new dwelling construction and all remodels where the duct system is to be replaced and is accessible for repair or replacement.

4. Repair, renovations, alterations, reconstructions of existing thermal protection shall comply with the New York City Building Code and the Law.

C. Insulation

1. General

   a. Thermal Conductivity – Where insulation is identified by "R" value, provide appropriate thickness.

2. Reflective Insulation

   a. Sheet metal or foil shall comply with Federal Specification HH-1-1252A.

3. Rigid Insulation

   a. Edges shall be square cut; polystyrene shall comply with Federal Specification HH-1-524B, Mineral fiber shall comply with Federal Specification HH-1-526C, Mineral Aggregate shall comply with Federal Specification HH-1-529B, Urethane shall comply with Federal Specification HH-1-530A or with ASTM C591, and Asbestos-Cement Fiberboard Panels shall comply with Federal Specification HH-1-001084 or with ASTM C551.

4. Batt Insulation

   a. Glass fiber or rock wool shall comply with Federal Specification HH-1-521E or ASTM C262 and C553. Only glass fiber insulation that qualifies as formaldehyde free shall be provided.

5. Loose Fill Insulation

   a. Mineral fibers or fire-resistant treated cellulose fibers shall comply with Federal Specifications HH-1-515B.

D. Caulks and Sealants

1. Install the caulking and sealing material in strict accordance with the sealant manufacturer's printed directions and shall result in a completely weather tight job.

PART 2 - PRODUCTS

2.1 INSULATING MATERIALS

A. General: Provide insulating materials that comply with requirements and with referenced standards and, for preformed units, in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths. Provide insulation material of uniform thickness and size for the following items.

1. Reflective Insulation
2. Rigid Insulation
3. Batt Insulation
4. Loose Fill Insulation

2.2 VAPOR RETARDERS

A. General: Provide insulating materials that comply with requirements and with referenced standards.

2.3 CAULKING AND SEALANTS

A. Sealants

B. Acrylic-Emulsion Sealant

1. Acrylic emulsion or latex rubber modified acrylic emulsion sealant compound, permanently flexible, non-staining and non-bleeding; recommended by manufacturer for general interior exposure.

C. VENTING DEVICES

1. Ridge Vents, Power Vents, and Soffit Vents

2. Screens for Soffit Vents

a. Wire cloth, 18 x 14 mesh of 0.013 diameter aluminum wire, complying with FS RR W 365, Type VII, except black anodized "gun metal" coating on wire.

2.4 INSULATION FASTENERS

A. Adhesively Attached, Spindle-Type Anchors with Washers: Plate or Angle formed from perforated galvanized carbon-steel sheet, 0.030-inch (0.762-mm) thick by 2-inches (50-mm) square, welded to projecting steel spindle with a diameter of 0.105-inch (2.67-mm) and length capable of holding insulation of thickness indicated securely in position with 1-1/2-inch (38-mm) square or diameter self-locking washers complying with the following:

1. Washers formed from 0.016-inch (0.41-mm) thick galvanized steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than in place.

2. Where anchors are located in ceiling plenums, crawlspaces, or attic spaces provide capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap.

B. Insulation Standoff: Spacer fabricated from galvanized mild-steel sheet for fitting over spindle of insulation anchor to maintain a minimum 1-inch (25-mm) air space between face of insulation and substrate to which anchor is attached.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install insulation to comply with insulation manufacturer's written instructions applicable to products and application indicated. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

B. Preparation of Surface for Caulks and Sealants

1. Clean and dry and rake out all joints and spaces to a depth of at least .375-inch (3/8); remove all dust by swabbing wet moistened with cleaner recommended by the caulking manufacturer. Fill deep joints and joints more than 0.25-inch (1/4) wide to within .375-inch of the surface with sealant backer, well forced in to provide a watertight seal. Fill the exposed space with caulking compound. On the exterior, prime surfaces of masonry, concrete or metal in contact with caulking, before caulking is applied.

C. Install perimeter insulation on vertical surfaces by setting units in adhesive.

1. If not otherwise indicated, extend insulation a minimum of 24-inches (610-mm) below exterior grade line.

2. Protect below-grade insulation on vertical surfaces from damage during backfilling by applying protection board set in adhesive.

D. Protect top surface of perimeter underlay insulation from damage during concrete work by applying protection board.

E. Install cavity wall and masonry cell insulations as follows:

1. Install foam plastic insulation with small pads of adhesive spaced approximately 24-inches (610-mm) o.c. both ways on inside face, as recommended by manufacturer.

2. Install cellular glass insulation by applying insulation with closely fitting joints using gob or serrated trowel method per cellular glass insulations written directions and as follows:

a. Coat edges of insulation units with full bed of adhesive to seal joints between insulation and between insulation and adjoining construction.

b. Coat exterior face (cold face) of installed cellular glass block insulation course with asphalt coating recommended by insulation manufacturer for this purpose.

F. Pour granular insulation into cavities indicated to receive insulation, taking care to fill voids completely. Maintain inspection ports to show presence of insulation at extremities of each pour area. Close ports after confirming complete coverage. Limit fall of insulation to one story in height, but not exceeding 20-feet (6-m).

G. Installation of General Building Insulation: Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

1. Seal joints between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant.

2. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.

3. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:

    a. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members

4. For metal-framed wall cavities where cavity heights exceed 96-inches (2438-mm) support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.

5. For wood-framed construction, install mineral-fiber blankets according to ASTM C1320 and as follows:

    a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.

    b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to produce airtight installation after concealing finish material is in place.

6. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:

    a. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions.

7. Install board insulation in curtain-wall construction where indicated on Drawings according to curtain-wall manufacturer's written instructions.

8. Retain insulation in place by metal clips and straps or integral pockets within window frames, spaced at intervals recommended in writing by insulation manufacturer to hold insulation securely in place without touching spandrel glass. Maintain cavity width of dimension indicated between insulation and glass.

9. Install insulation where it contacts perimeter fire-containment system to prevent insulation from bowing under pressure from perimeter fire-containment system.

10. Place loose-fill insulation into spaces and onto surfaces as shown, either by pouring or by machine blowing to comply with ASTM C1015. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.

11. For cellulosic loose-fill insulation, comply with the Cellulose Insulation Manufacturers Association's "Special Report #3, "Standard Practice for Installing Cellulose Insulation."

12. Apply self-supported, spray-applied, cellulosic insulation according to manufacturer's written instructions. After insulation is applied, make it even with studs by using method recommended by insulation manufacturer.

13. Stuff glass-fiber, loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

H. Installation of Vapor Retarders: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

1. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16-inches (406-mm) o.c.

2. Seal overlapping joints in vapor retarders with adhesives or vapor-retarder tape according to vapor-retarder manufacturer's instructions.

3. Firmly attach vapor retarders to substrates with mechanical fasteners or adhesives as recommended by vapor-retarder manufacturer.

I. Attic Insulation

1. The Contractor shall install sufficient insulation to provide R-38 rating.

2. Install blown cellulosic insulation as per manufacturer’s direction. Blowing or pouring type insulation shall not be installed in attic space if roof slope is less than 3 to 12.

3. Ceiling insulation shall be cellulose, glass fiber, or mineral wool non-asbestos material, not readily able to absorb or retain moisture, non-combustible, and shall not attract insects or vermin. Furnish and install cellulose or glass fiber insulation over entire attic area above conditional crawl space to provide a temperature resistance as specified in the work write-up.

4. Seal any penetrations or holes.

5. Furnish and install glass fiber or mineral wool batt insulation (R-13) with paper backing in exterior wall stud space as indicated in the work write-up.

6. If a vapor barrier does not already exist, install polyethylene strips between joists or trusses.

J. Contractor shall add cellulosic as per manufacturer’s direction.

1. Use: Owens Corning or equal.

K. Outer Attic Rafter

1. The Contractor shall install R-38 glass fiber batts backed with kraft paper between roof rafters by stapling batt facing flange to the edge of the rafter every 12-inches, with backed side facing inside or toward heated space

2. In the event that flooring does not exist in the attic, work will be performed off of plywood sheets or boards so as not to damage the ceiling below.

L. Floor/Subfloor Insulation

1. Subfloor insulation system is comprised of R-38 batts, 1/2-inch plywood, mold-resistant primer and 2 coats of exterior grade latex paint.

2. The Contractor shall install R-38 glass fiber batt insulation, with kraft paper or open face faced on one side, between floor joists with wire mesh, chicken wire or spring wire stays as per manufacturer's instructions.

3. Do not block combustion air openings for furnace.

M. Stud Wall Blown Insulation

1. The Contractor shall install sufficient cellulose fiber insulation to provide R-13 rating. All spaces above and below blocking within the wall are to be completely filled.

N. Stud Wall Batt Insulation

1. The Contractor shall install kraft paper or open face batt insulation, R-13, between wall studs by stapling batt facing flange to the edge of studs every 12-inches, with kraft paper or open face facing toward heated area. Any cracks around door and window framing shall be packed with loose insulation.

O. Insulation Behind Vinyl or Alum Siding

1. Install 1/2-inch (R=3 to R=4) thermax foil faced sheathing per manufacturer's recommendations.

P. Domestic Hot and Cold Water Piping

1. Shall be insulated with 1-inch thick 4-7 lb. density glass fiber sectional pipe covering, with non-asbestos cement built up around fittings and valve bodies and jacket of .03 maximum permeability, lapped and sealed at all joints and seams.

2. Stapling will not be allowed.

Q. Covering for "Cold" Pipes

1. Covering for "cold pipes shall pass unbroken through hanger crevices, sleeves, etc.

2. All details of covering for cold surfaces shall be such that continuous covering with unbroken vapor barrier is provided.

3. The same covering and hanging detail shall be used for pipes connecting to vibrating equipment or carrying pulsating pressures to avoid metal to metal contact between pipes and hangers.

R. Ductwork

1. Sound lining shall be applied to all return air ducts and shall be fiberglass ultra liner 1/2-inch thick by C.S.B. Aeroflex by Owens Corning or equal.

2. Duct lining shall be installed in accordance with manufacturer's recommendations.

3. Liner shall be UL approved for use in accordance with NFPA Pamphlet 90A.

S. Interior and Exterior Caulking

1. Prepare surface and then seal all cracks between plaster and wood door trim, window trim and cabinets or wood items attached to wall. Seal at joints of plaster and ceramic tile. Remove old caulking and caulk all joints between brick and window frames. Use architectural grade oil or latex caulk. All caulking beads shall be smooth and neat and clean.

T. Weatherstripping

1. General: Install in accordance with manufacturer's installation instructions to ensure proper seal.

2. Doors: Contractor shall install weatherstrip to doors as follows:

   a. Install new aluminum/vinyl weatherstrip at all edges to form a tight seal.

3. Thresholds

   a. Install threshold the full width of the opening and cut to fit the door frame between jambs. Slot thresholds in place with matching countersunk screws in lead shields. Set thresholds in a full bed of caulking compound.

4. Windows: Contractor shall install weatherstrip to windows as follows:

   a. Install foam weather-stripping at sash dividers and all edges. Final work shall result in a properly sealed window.

5. Hook Strips

   a. Apply hook strips to the outside surface of the door and set in caulking compound.

6. Drips

   a. Set drips over hook strips in caulking compound.

7. Gable End Vent Repair

   a. Clean debris from between louvers. Install aluminum screen to interior side of vent to provide tight seal. Replace any broken louvers.

U. Vapor Retarder

1. Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

2. Install 6-mil polyethylene plastic vapor barrier over dirt area in crawl space, overlap approximately 6-inch at each width.

3. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16-inches (406 mm) o.c.

4. Seal overlapping joints in vapor retarders with adhesives or vapor-retarder tape according to vapor-retarder manufacturer's instructions.

5. Firmly attach vapor retarders to substrates with mechanical fasteners or adhesives as recommended by vapor-retarder manufacturer.

6. Plastic to be held down with either bricks, rocks or other non-wood material (if wood is used, it must be pressure treated).

END OF SECTION 07210

**SECTION 07311**
**ASPHALT SHINGLES**

PART 1 - GENERAL

1.1 SUMMARY

A. Comply with applicable requirements of other sections. Provide all labor, materials and equipment necessary to complete work specified herein.

B. Furnish all labor and materials to complete work in this section which consists but is not limited to all roofing, sheet metal, and related items necessary to complete the work indicated on the drawings and in the Specifications. Repair or replacement as designated on the work order. Surfaces to which roofing and sheet metal are applied shall be even, smooth, thoroughly clean, sound and dry and free from all defects that might affect the application. Materials furnished under this section which are to be built-in by other trades shall be delivered to the site in time to avoid delays in construction progress.

C. All replacement material shall match as close as possible and shall be installed per manufacturer's direction and Law.

D. All accessories or other items essential to the completion of the sheet metal installation though not specifically shown or specified shall be provided.

E. Nails, screws and bolts shall be of a composition that is compatible with the metal with which it will be in contact. All roofing materials shall be applied in accordance with manufacturer's approved directions.

F. Repair, renovations, alterations, reconstructions of existing roofing shall comply with the New York City Building Code.

G. When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; use cool roofing materials when feasible.

H. This Section includes the following:

1. Asphalt shingles;

2. Felt underlayment;

3. Self-adhering sheet underlayment;

4. Ridge vents.

I. Related sections

1. Section 06100 Rough Carpentry for wood sheathing and framing;

1.2 QUALITY ASSURANCE

A. Source Limitations: Obtain ridge and hip cap shingles, ridge vents, felt underlayment through one source from a single asphalt shingle manufacturer.

B. Each bundle of asphalt shingles, when used, shall be delivered to job site with seals unbroken and labels intact. Labeling shall indicate compliance with Underwriters Laboratories, Inc., Class C label or equivalent standards. In high wind zone, the asphalt shingles shall be selected per the New York City Building Code .

1.3 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials within specified warranty period.

1. Material Warranty Period: 30 years from date of Final Acceptance.

2. Installation Warranty Period: 1 year written warranty on workmanship and material other than shingles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, manufacturers specified below. Standard to be Owens Corning/Oakridge Shingle or approved equal.

1. Manufacturers:
   a. CertainTeed Corporation;
   b. GAF Materials Corporation;
   c. Georgia-Pacific Corporation;
   d. Owens Corning.

2.2 ORGANIC-FELT-REINFORCED ASPHALT SHINGLES

A. For houses within with Historic designation: Laminated-Strip Asphalt Shingles: ASTM D225, laminated, multi-ply overlay construction, organic-felt reinforced, mineral-granule surfaced, and self-sealing; passing ASTM D3161 for wind resistance.

B. Multi tab-Strip Asphalt Shingles: Shall have self-sealed strips or be interlocking and comply with ASTM D225 or D3462; passing ASTM D3161 for wind resistance. Standard to be Owens Corning/Oakridge Shingle or approved equal.

1. Tab Arrangement: Architectural style, regularly spaced according to manufacturer’s specifications and the New York City Building Code.

2. Colors:
   a. Shasta White (ENERGY STAR rated shingle)
   b. Onyx Black
   c. Desert Tan
   d. Estate Gray
   e. Brownwood

C. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

A. Felts: 2 Layers of ASTM D226 Type I, No. 15, asphalt-saturated organic felts perforated;

B. Felt: 1 layer of ASTM D226 Type II No. 30, asphalt-saturated organic felts perforated.

2.4 RIDGE VENTS

A. Rigid Ridge Vent: Manufacturer's standard rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.

2.5 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D4586, Type II, asbestos free.

B. Roofing Nails: ASTM F1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch (3-mm) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch (9.5-mm) diameter flat head and of sufficient length to penetrate 3/4-inch (19-mm) into solid wood decking or extend at least 1/8-inch (3-mm) through plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized steel wire with low profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

2.6 METAL FLASHING AND TRIM

A. Sheet Metal Flashing and Trim:

1. Sheet Metal: Zinc-coated (galvanized) steel;

2. For Patch and repair, Sheet Metal: Match existing.

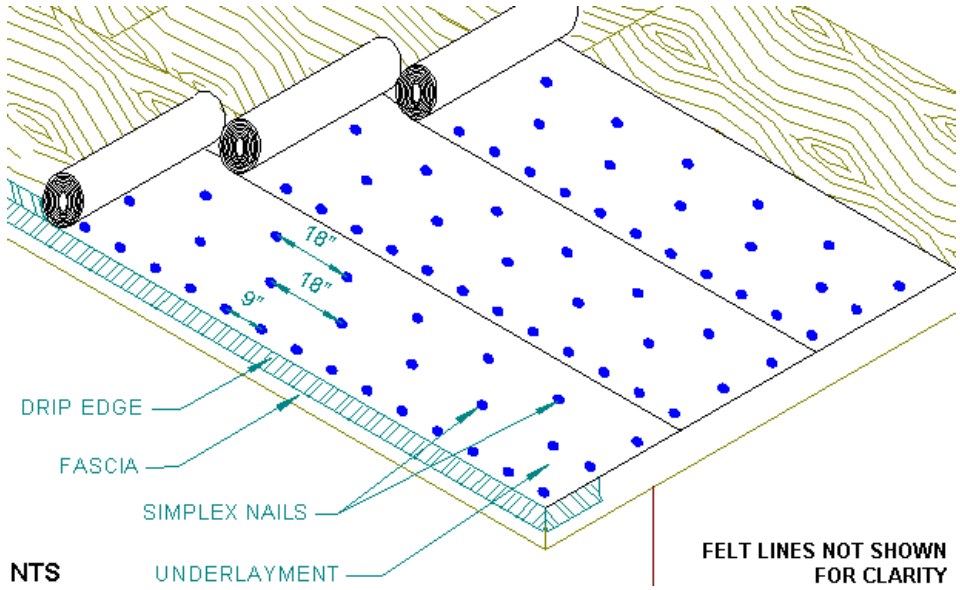
B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.

C. Metal flashing (where required per IRC) shall be galvanized steel and where exposed shall be painted to match adjacent surfaces.

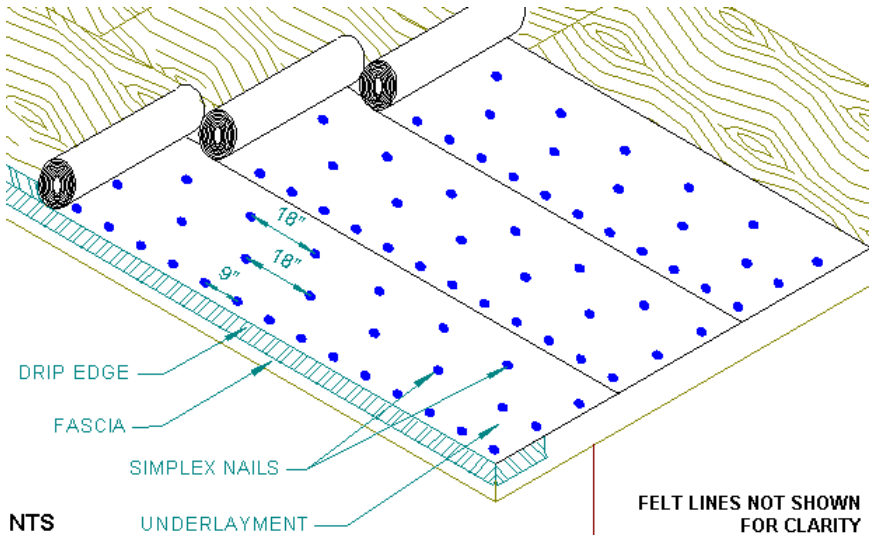
PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Single-Layer Felt Underlayment: Install single layer of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Lap sides a minimum of 2-inches (50-mm) over underlying course. Lap ends a minimum of 4-inches (100-mm). Stagger end laps between succeeding courses at least 72-inches (1830-mm). Fasten with felt underlayment nails in a 9-inch & 18-inch nail pattern.




B. Double-Layer Felt Underlayment: Install double layers of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Install a 19-inch (485-mm) wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19-inches (485-mm) in shingle fashion. Lap ends a minimum of 6-inches (150-mm). Stagger end laps between succeeding courses at least 72-inches (1830-mm). Fasten with felt underlayment nails in a 9-inch nail pattern.




## 3.2 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Division 7.

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Flashing shall be placed around all openings and extensions of mechanical appliances or equipment through the roof and otherwise as necessary to provide adequate drainage. Flashing on chimneys shall extend at least 4” upon wall and shall be counter-flashed and shall extend under roofing at least 12”.

C. Heads and sills of new openings shall be suitable flashed and caulked. Pipes projecting through the roof shall be flashed. All flashing shall be 29 Ga. galvanized sheet metal or 02. inch copper.

D. Joints and seams in all metal work shall be neatly formed and have suitable watertight hot-solder joints. All exposed galvanized metal shall be primed with red-lead. All exposed nails in flashing shall be capped with lead.

3.3 ASPHALT SHINGLE INSTALLATION

A. At locations where total roof replacement is occurring:

1. Strip existing roof, removing all shingles and felt.

2. Make repairs to the existing roof rafters where required to provide adequate strength and a true and level surface.

3. Remove all warped and deteriorated decking and replace with like kind.

4. Fill in all spaces between boards with securely nailed wood strips of the same thickness as the old deck, OR, if necessary, re-sheath over existing roof boards with CDX plywood, 5/8-inch minimum. Plywood is to be installed with outer plies at right angle to rafters and staggered so that end joints in adjacent panels break over different supports.

5. Sink all protruding nails and re-nail sheathing securely at all locations. All large cracks, slivers, knot holes, loose knots, pitchy knots and excessively resinous areas are to be covered with 26 gauge sheet-metal securely nailed to sheathing.

6. Before shingling, sweep roof thoroughly to remove all debris.

7. Remove all roofing materials, debris, etc., from premises and leave in a clean condition.

B. At locations where repair/patching is occurring:

1. Repair existing roof. All replacement materials shall match existing as closely as possible, and shall be installed according to manufacturer’s directions and Law.

2. Repair any broken, damaged, missing, or rotted sheathing, fascia, rake, cornice, soffit flashing, etc., as specified in the Bid Document. Sheathing shall be replaced with full pieces/sheets only.

C. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

D. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed at least 7-inches (175-mm) wide with self-sealing strip face up at roof edge.

1. Extend asphalt shingles 3/4-inch (19-mm).

E. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

F. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.

G. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

H. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

END OF SECTION 07311

**SECTION 07460**
**SIDING**

PART 1 - GENERAL

1.1 SUMMARY

A. Exterior siding for new construction and historic and non-historic repair or partial replacement: Match existing siding in gauge, pattern, style, size, texture, and color.

1. Repair shall mean to realign and re-secure existing siding to provide a weather-tight and secure surface that matches adjacent surfaces.

2. Replacement shall mean complete removal of siding to existing end joints of all deteriorated wood siding, and the installation of new matching materials.

3. Repair and replacement work shall be installed in such a manner as to match existing finish work.

4. Repairs and replacements for historically eligible homes as noted in the Job Order shall match existing siding in material, size and installation.

B. Section Includes:

1. Wood Siding

2. Wood Board Siding Repair;

3. Beveled Wood Siding Repair;

4. Vinyl Siding Repair;

5. Fiber-cement siding;

6. Skirting Replacement, See Finish Carpentry Section for historic board and batten skirting and wood lattice skirting.

1.2 QUALITY ASSURANCE

A. Fiber Cement Siding: Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C1186 by a qualified testing agency acceptable to authorities having jurisdiction.

B. Vinyl Siding Installer Qualifications: A qualified installer who employs a VSI-Certified (or equivalent certification) Installer on Project.

C. Wood Siding Installer Qualifications: A qualified installer with not less than three years of experience.

D. Store materials in a dry, well-ventilated, weather-tight place.

1.3 COORDINATION

A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.

PART 2 - PRODUCTS

2.1 WOOD SIDING

A. Wood siding shall be redwood or cedar of a standard pattern to match existing or as specified in the Bid Document. Wood Siding designated for Historically Eligible properties as designated in the Job Order shall have siding matching the material, profile, sizing and installation method of the exiting material of the home.

B. Siding Patterns for historically eligible homes shall match the pattern of the existing historic siding .

C. Sizing of siding for historically eligible homes may vary from property to property. Siding is to match the size of existing siding and it is the responsibility of the Contractor to measure and size siding according to match existing. Sizing may range from 2” to 8”in width for horizontal material for patterns listed, items 1 through 7.The thickness is to be a minimum of 5/16” . Sizing for vertical Board and Batten may range from 8” to 12” wide planks with 1 ¼” +/- battens.

2.2 FIBER-CEMENT SIDING

A. General: ASTM C1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E136; with a flame-spread index of 25 or less when tested according to ASTM E84.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. CertainTeed Corp.;

   b. GAF Materials Corporation;

   c. James Hardie;

2. Horizontal Pattern: Boards 5-1/4-inch (133-mm) or 6-1/4-inch to 6-1/2-inch (159 to 165-mm) or 7-1/4-inch to 7-1/2-inch (184 to 190-mm) or 8-1/4-inch to 8-1/2-inch (210 to 216-mm) or 9-1/4-inch to 9-1/2-inch (235 to 241-mm) wide in plain style.

   a. Texture: Smooth

3. Factory Priming: Manufacturer's standard acrylic primer. Color to match existing or choice of color similar to vinyl siding colors below.

2.3 VINYL SIDING

A. General: Integrally colored vinyl siding complying with ASTM D3679, such as PlyGem/Cellwood/Dimensions Double 4" or approved equal.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. Alside;

   b. CertainTeed Corp.;

   c. Owens Corning;

   d. PlyGem

B. Width and pattern to match existing.

C. Nominal Thickness to match existing.

D. Minimum Profile Depth (Butt Thickness): Match existing.

E. Nailing Hem: Double thickness.

F. Finish: Wood-grain print with clear protective coating containing not less than 70 percent PVDF.

1. Color choices to be below or equal to PlyGems Cellwood Double Dimensions 4”:
   a. White
   b. Almond
   c. Khaki
   d. Russet Red
   e. Wedgewood

2.4 ACCESSORIES

A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.

1. Provide accessories made from same material as and matching color and texture of adjacent siding unless otherwise indicated.

B. Vinyl Accessories: Integrally colored vinyl accessories complying with ASTM D3679 except for wind-load resistance.

1. Texture: Match existing

C. Decorative Accessories: Provide the wood, fiber-cement and vinyl decorative accessories as required to make repairs.

D. Fasteners: Match existing.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

3.2 INSTALLATION

A. General: Comply with siding and soffit manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Wood Siding Installation and Repair

1. Remove all deteriorated materials and necessary trim.

2. Repair all deteriorated sheathing materials and secure.

3. Install new materials to match existing coursings and patterns, locating end joints on bearing members or adequate backing. Fit all members for tight joints and proper overlap. All new siding shall be installed as per manufacturer's warranties and guidelines.

C. Wood Beveled Siding installation and Repair

1. After careful inspection and evaluation of existing wooden siding, repair and/or replace all damaged or deteriorated siding.

2. Repair of siding using a premium quality wood filler to rebuild minor holes and nail holes, and re-nailing of all loose siding with galvanized 7d nails.

3. Replacement of siding too deteriorated to patch shall consist of, the removal and proper disposal of all deteriorated boards, and replacement with new siding of appropriate size.

4. Replace siding to match existing on required areas of structure. Installation shall follow manufacturer's specifications and codes regarding surface preparation, nailing, lap, and joint staggering, etc.

5. All siding to be back primed before installation.

6. Allow for replacing and/or repair of sheathing and/or studs in areas where new sheathing and siding will be installed.

D. Vinyl Siding Repair

1. Repair Existing

a. Remove and replace all damaged or unsound material and associated flashing..

b. New siding shall match with coursing of existing and shall be located with end joints on framing member.

c. Stagger Joints at patch.

d. Securely nail with a minimum of two nails for every member.

e. Remove all caulking and recaulk as per manufacturer's recommendations.

E. Fiber Cement Siding Installation and Repair

1. Remove all damaged or unsound material and replace all damaged/deteriorated materials prior to installation for sound surface and sealing of exterior wall.

2. Existing exterior wall sheathing, as shown in the 2nd and 3rd rows of the diagram below, maybe used in lieu of replacing with new 5/8" plywood. Replace in kind any deteriorated sheathing.

3. Install all new prefinished manufactured siding on entire structure per manufacturers' requirements.

F. Skirting Repair and Replacement, See Finish Carpentry Section for Historic Board and Batten Shirting and Historic Wood Lattice Skirting.

1. Repair Existing;

2. Replacement with Cement Board in board and batten pattern;

3. Replacement with vinyl lattice and frame.

3.3 ADJUSTING AND CLEANING

A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.

B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 07460

**SECTION 07511**
**BUILT-UP ASPHALT ROOFING**

PART 1 - GENERAL

1.1 GENERAL

A. This Section includes built-up asphalt roofing systems.

1.2 SUMMARY

A. Comply with applicable requirements of other sections. Provide all labor, materials and equipment necessary to complete work specified herein.

B. Furnish all labor and materials to complete work in this section which consists but is not limited to all roofing, sheet metal, and related items necessary to complete the work indicated on the drawings and in the Specifications. Repair or replacement as designated on the work order. Surfaces to which roofing and sheet metal are applied shall be even, smooth, thoroughly clean, sound and dry and free from all defects that might affect the application. Slope of Built –up roof shall not exceed 2%, except for coal tar built up roofs which shall not exceed 1%. Materials furnished under this section which are to be built-in by other trades shall be delivered to the site in time to avoid delays in construction progress.

C. All replacement material shall match as close as possible and shall be installed per manufacturer's direction and Law.

D. All accessories or other items essential to the completion of the sheet metal installation though not specifically shown or specified shall be provided.

E. Nails, screws and bolts shall be of a composition that is compatible with the metal with which it will be in contact. All roofing materials shall be applied in accordance with manufacturer's approved directions.

F. Repair, renovations, alterations, reconstructions of existing roofing shall comply with the New York City Building Code.

G. This Section includes the following:

1. Modified Bitumen Roofing System

1.3 DEFINITION

A. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer, approved by manufacturer to install manufacturer's products.

B. Source Limitations: Obtain components for roofing system approved by roofing system manufacturer.

C. Material Standards: Built-up roof covering materials shall comply with Chapter 15 of the New York City Building Code Table

1.5 WARRANTY

A. Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within 10 years from date of Final Acceptance. Failure includes roof leaks.

PART 2 - PRODUCTS

2.1 BASE-SHEET MATERIALS

A. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft. (0.16 kg/sq. m).

B. Base Sheet: ASTM D4601, Type I or II, non-perforated, asphalt-impregnated and -coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

2.2 ROOFING MEMBRANE PLIES

A. Ply Sheet: ASTM D2178, Type IV, asphalt-impregnated, glass-fiber felt.

B. Cap Sheet: ASTM D3909, asphalt-impregnated and -coated, glass-fiber cap sheet, with white coarse mineral-granule top surfacing and fine mineral surfacing on bottom surface.

2.3 FLASHING MATERIALS

A. Backer Sheet: ASTM D4601, Type I, asphalt-impregnated and -coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

2.4 ASPHALT MATERIALS

A. Asphalt Primer: ASTM D41.

2.5 AUXILIARY ROOFING MEMBRANE MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.

B. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with built-up roofing base flashings.

C. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

PART 3 - EXECUTION

3.1 ROOFING MEMBRANE INSTALLATION

A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."

B. Where roof slope exceeds 1-inch per 12-inches (1:12), install sheets of built-up roofing membrane parallel with slope and backnail.

C. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.

D. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

E. Loosely lay one course of sheathing paper, lapping edges and ends a minimum of 2-inches (50-mm) and 6-inches (150-mm), respectively.

1. Mechanically fasten to substrate.

F. Install two-ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.

1. Embed each ply sheet in a solid mopping of hot roofing asphalt.

G. Cap Sheet: Install lapped granulated cap sheet starting at low point of roofing system. Offset laps from laps of preceding ply sheets and align cap sheet without stretching. Lap in direction to shed water. Extend cap sheet over and terminate beyond cants.

1. Embed cap sheet in a solid mopping of hot roofing asphalt.

F. Roof Repair:

1. Prepare existing roof for overlayment by nailing loose roofing and remove obstructions which will hinder new overlayment installations.

2. Repair existing roof with Torch or Mop Down material surfaced rolled; overlap seams 4-inches.

3. New roof cover shall be installed per roofing material manufacturer’s directions and comply with State Board of Insurance Windstorm Inspection.

3.2 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions.

B. Extend base flashing up walls or parapets a minimum of 8-inches (200-mm) above roofing membrane and 4-inches (100-mm) onto field of roofing membrane.

C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

D. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.

END OF SECTION 07511

**SECTION 07550**
**MODIFIED BITUMINOUS MEMBRANE ROOFING (ROLL ROOFING)**

PART 1 - GENERAL

1.1 SUMMARY

A. Comply with applicable requirements of other sections. Provide all labor, materials and equipment necessary to complete work specified herein.

B. Furnish all labor and materials to complete work in this section which consists but is not limited to all roofing, sheet metal, and related items necessary to complete the work indicated on the drawings and in the Specifications. Repair or replacement as designated on the work order. Surfaces to which roofing and sheet metal are applied shall be even, smooth, thoroughly clean, sound and dry and free from all defects that might affect the application. Slope of roof shall not exceed 2%. Materials furnished under this section which are to be built-in by other trades shall be delivered to the site in time to avoid delays in construction progress.

C. All replacement material shall match as close as possible and shall be installed per manufacturer's direction and Law.

D. All accessories or other items essential to the completion of the sheet metal installation though not specifically shown or specified shall be provided.

E. Nails, screws and bolts shall be of a composition that is compatible with the metal with which it will be in contact. All roofing materials shall be applied in accordance with manufacturer's approved directions.

F. Repair, renovations, alterations, reconstructions of existing roofing shall comply with the New York City Building Code.

G. This Section includes the following:

1. Mineral Surface Modified Bituminous Sheet

2. Asphalt Lap Cement Adhesive

1.2 QUALITY ASSURANCE

A. Source Limitations: Obtain one source from a single manufacturer.

B. Deliver materials in manufacturers' original unopened containers and rolls with labels intact & legible. Mark and remove wet or damaged material from site. Protect material from moisture absorbance. Store rolls on end on clean raised platforms or pallets in dry location with adequate ventilation. Maintain roll materials at temperatures above 10 degrees C, 50 degrees F, for 24 hours immediately before application. Each bundle of asphalt shingles, when used, shall be delivered to job site with seals unbroken and labels intact. Modified bituminous rolled roofing material shall comply with the standards in the New York City Building Code.

1.3 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace roll roofing material that fail in materials within specified warranty period.

1. Installation Warranty Period: 1 year written warranty on workmanship and material other than roll roofing material.

PART 2 - PRODUCTS

2.1 ORGANIC-FELT-REINFORCED BITUMINOUS ROLL ROOFING

A. Selvedge Edged Roll Roofing: organic-felt reinforced, mineral-granule surfaced, and self-sealing; passing ASTM D6162.

1. 19-inch lap;

2. 90-pounds;

3. 17-inch exposure;

4. Retain applicable option below based on type of shingle selected and roof configuration.

2.2 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D3019.

B. Asphalt Roofing Adhesive: ASTM D3747.

2.3 METAL FLASHING AND TRIM

A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7.

1. Sheet Metal: Zinc-coated (galvanized) steel.

2. For Patch and repair, Sheet Metal: match existing.

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.

PART 3 - EXECUTION

3.1 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Basis of Design.

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

3.2 BITUMINOUS ROLL ROOFING INSTALLATION

A. At locations where total roof replacement is occurring:

1. Strip existing roofing, removing all rolled roofing, shingles, and felt areas.

2. Make repairs to the existing roof framing as required to provide adequate strength and a true and level surface.

3. Remove all warped and deteriorated decking and replace with like kind.

4. Fill in all spaces between boards with securely nailed wood strips of the same thickness as the old deck, if necessary, resheath over existing roof boards with CDX plywood, 5/8-inch minimum.

5. Sink all protruding nails and renail sheathing securely at all locations. All large cracks, slivers, knot holes, loose knots, pitchy knots and excessively resinous areas are to be covered with 26 gage sheet metal securely nailed to sheathing.

6. Furnish and install new modified membrane roofing, as required, installed according to manufacturer's directions - using either cold process adhesive or heat welded process.

B. At locations where repair/patching is occurring:

1. Repair existing roof. All replacement materials shall match existing as closely as possible, and shall be installed according to manufacturer's directions and Law.

2. Repair any broken, damaged, missing, or rotted sheathing, fascia, rake, cornice, soffit flashing, etc., as specified in the Bid Document. Sheathing shall be replaced with full pieces/sheets only.

3. Small Breaks - Nail holes and small breaks, if limited in number, should be repaired by applying asphalt plastic cement that meets with Federal Specifications SS-C-153, Type I, Class A (Summer Grade) or Class B (Winter grade).

4. Large Breaks – Open horizontal seam below the break and insert through it a strip of roofing of the same type. Extend the strip at least 6-inch below the edge of break, with the lower edge flush with the horizontal exposed edge of the covering sheet. Coat strip liberally with lap cement, where it will come in contact with the covering sheet before inserting it. After inserting the strip, press down the edges of the roofing firmly and nail securely with nails 3/4-inches from the edge spaced 2-inches. Apply lap cement to the horizontal seam, press down firmly and re-nail if original seam was nailed.

5. Large Damaged Areas – Remove the roofing from the damaged area and apply new roofing of the same type, using full width sheets applied in the same manner as the original roof.

C. Install roll roofing according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

END OF SECTION 07550

**SECTION 07712**
**GUTTERS AND DOWNSPOUTS**

PART 1 - GENERAL

1.1 SUMMARY

A. Comply with applicable requirements of other sections. Provide all labor, materials and equipment necessary to complete work specified herein.

B. Furnish all labor and materials to complete work in this section which consists but is not limited to all roofing, sheet metal, and related items necessary to complete the work indicated on the drawings and in the Specifications. Repair or replacement as designated on the work order. Slope of gutters shall be in accordance with the manufacturer's recommendations. Materials furnished under this section which are to be built-in by other trades shall be delivered to the site in time to avoid delays in construction progress.

1.2 REFERENCES

A. Conform to IRC, state and local code compliance for water drainage and discharge.

B. American Architectural Manufacturers Association (AAMA) 1405.1 – Specification for Aluminum rain carrying systems.

1.3 WARRANTY

A. Provide the manufacturer's warranty for all materials.

PART 2 - PRODUCTS

2.1 Components:

A. Gutters: Aluminum, continuous and seamless sheet metal, rolled formed
   1. Thickness
      a. .027 inch
      b. .032 inch

B. Downspouts: Aluminum, continuous and seamless sheet metal, rolled formed
   1. Thickness
      a. .027 inch
      b. .032 inch
   2. Size:
      a. 3 inch by 4 inch

C. Endcaps: Aluminum, continuous and seamless sheet metal, rolled formed
   1. Thickness
      a. .027 inch

D. Elbows: Aluminum, continuous and seamless sheet metal, rolled formed. Minimum tensile strength 26,000 psi, minimum yield strength 25,000 psi or equivalent.
   1. Thickness
      a. .027 inch
      b. .032 inch

2. Size:
   a. To match downspouts

E. Gutter guards: Aluminum mesh, 5 inch (127 mm) by 3 foot (914 mm).

F. Color: Full spectrum of manufacturers colors

## PART 3 - EXAMINATION

### 3.1 FABRICATION

A. Continuously form seamless gutters to the profiles and sizes specified.

B. Form downspouts of profiles and sizes specified.

C. Hem exposed edges of metal.

### 3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install gutters using appropriate hangers to allow normal expansion and contraction.

C. Install gutter hangers using two 1-1/4 inch (32 mm) screw shank nails and fastened into solid lumber.

D. All gutters shall be in continuous length for each elevation (run). No end laps are allowed.

E. Exercise care in placing aluminum in contact with other dissimilar metals or materials that are not compatible with aluminum.

F. Providing adequate insulation/separation where ever necessary, such as by painting or otherwise protecting when they are in contact with aluminum or when drainage from them passes over aluminum surfaces.

G. Install sealants where indicated to clean dry surfaces only without skips or void.

END OF SECTION 07712

# DIVISION 8 – DOORS AND WINDOWS

## SECTION 08211
## DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Scope: Provide all Labor, Materials, Equipment, and Services and perform all operations required for complete installation of and repairs:

1. Doors: Exterior entrance doors, interior door, sliding glass door, door repair.

2. Exterior Historic Door Replacements: Replacement of door for homes deemed historically eligible by the Program. Historic door replacement will require field measurement for size and may be non-standard in height and width. Sidelites and Transoms may be required and are covered in Section 08550.

B. This Section includes solid, hollow-core wood doors and metal doors as follows:

1. Wood Doors with wood-veneer faces;

2. Wood Doors with Panels;

3. Metal Doors;

4. Slider Doors;

5. Garage Doors;

6. Access Doors;

7. Hardware;

8. Glazing.

9. Wood Doors for Historic Replacements

C. Related Section

1. Section 08550 “Windows” contains fixed transoms and fixed side lites.

D. Repair, renovations, alterations, reconstruction of existing windows, doors, and hardware shall comply with the New York City Building Code.

1.2 QUALITY ASSURANCE

A. Quality Standard for wood Doors: Comply with AWI's "Architectural Woodwork Quality Standards Illustrated."

B. Steel Door and Frame Standard: Comply with ANSI A250.8, unless more stringent requirements are indicated.

C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.

PART 2 - PRODUCTS

2.1 DOOR CONSTRUCTION

A. Exterior Wood Doors for Historic Replacements. Field measurement of existing opening required. Size of door must match existing.

1. Residential Grade Recessed Panel Door:
   a. Two panel
   b. Four Panel
   c. Five Panel

2. Frame: Constructed of kiln-dried pine, with mull casings on mulled units, water repellent preservative treated in accordance with WDMA I.S. 4-07'A.
   a. Wood frames may have 3-1/2 inch (89mm) profiled brick mould at brick wall assemblies. Exact depths may very due to existing conditions and must be verified by Contractor.
   b. Wood frames 3-1/2 inch (89mm) flat casing at wood siding wall assemblies. Exact depths may very due to existing conditions and must be verified by Contractor.
   c. At locations with Transom head drip cap to be field applied to frame.

3. Jamb thickness: 3/4 inch (19mm) interior; 1-5/16 inch (33mm) exterior. One-piece sash set transom jamb for wood units is 3/4 inch (19mm) at the head, side, and sill.
   a. Basic jamb width: 4 9/16 9116MM).
   b. Sill Height:. Standard Sill 1-27/32 inch (47mm) Heights may very due to existing conditions

4. Panels: Constructed of kiln dried pine, water repellent, preservative treated in accordance with WDMA I.S. 4-07'A.
   a. Thickness: 1-23/32 inch (117mm).
   b. Top rail: Face dimension is 4-17/32 inch (115mm).
   c. Stiles: Face dimension is 4-17/32 inch (115mm). Bottom rail: Face dimension is 7-9/16 inch (192mm).
   d. Corner construction: joined by wood dowels and glue.

5. Surface Finish:
   a. Exterior Finish - Wood:

B. Interior Wood Doors for Opaque Finish:

1. Faces Panels for Interior Doors**:** Hardboard, Six Panel Colonial Style.

2. 1/8-inch hardboard, complying with PS-58 requirements for treated hardboard and any species of wood for exposed edges and other solid wood components.

3. WIC has no Economy grade for doors.

C. Interior Hollow-Core Wood Doors:

1. Core: Standard hollow core.

2. Blocking: For mineral core doors, provide blocking as needed to eliminate through-bolting hardware. For mineral-core doors use composite blocking with improved screw-holding capability.

D. Exterior Insulated Steel Entrance Door

1. 1-3/4-inch thick both sides 23 gauge galvanized steel. Doors filled with polyurethane foam. Core to be foamed in place to form a monolithic unit. Door edges to be formed and locked into wood stiles and rails.

2. Six Panel Face.

E. Exterior Insulated Steel Entrance Door

1. 1-3/4-inch thick both sides 23 gauge galvanized steel. Doors filled with polyurethane foam. Core to be foamed in place to form a monolithic unit. Door edges to be formed and locked into wood stiles and rails.

2. Flush Face.

F. Exterior Wood Doors:

1. Core: Either glued block or structural composite lumber.

2. Construction: **Five** plies with stiles and rails bonded to core, then entire unit abrasive planed before veneering.

G. Exterior Wood Screen Door

1. Wooden screen doors shall be of select preservative treated pine with dowel joint construction and furnished with 18/16 mesh aluminum screen wire. Minimum thickness 1-1/8-inch.

H. Sliding Glass/Patio Door

1. Provide only AAMA "Quality Certified: Vinyl with attached label, of thermal break construction with ½-inch air space and insect screen.

2.2 DOOR FABRICATION

A. Fabricate doors in sizes indicated for Project-site fitting.

B. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting. Comply with requirements in NFPA 80 for fire-rated doors.

C. Factory machine doors for hardware that is not surface applied.

1. Metal Astragals: Pre-machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

D. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) required.

1. Light Openings: Trim openings with moldings of material and profile indicated.

2. Louvers: Factory installed louvers in prepared openings.

E. Exterior Doors: Flash top of out swinging doors (with manufacturer's standard metal flashing).

2.3 DOOR SHOP PRIMING

A. Doors for Opaque Finish: Shop prime faces and edges of doors, including cutouts, with one coat of wood primer specified in Section 09912 "Paint."

2.4 HARDWARE MANUFACTURERS

A. Manufacturer: Obtain each kind of hardware (latch and lock sets, hinges, closers, etc.) from only one manufacturer, complying with requirements ANSI A156.2.

B. All hardware shall be standard brands, suitable for intended purpose, fit snugly, uniform in color, and free from imperfections. In existing structures, new hardware should match existing. Locks shall be installed on each exterior door. Exterior hinged doors shall be equipped with three butt hinges. Doors shall be provided for each opening to as bedroom, bathroom and toilet compartment and each door shall be provided with suitable privacy lock. Window units shall have suitable means of locking. Final installation of finish hardware shall occur after complete drying of the painting or surface finishing. Provide stops, hinge or baseboard type, for all doors where hardware or door will strike a finished wall or fixed wall or fixed equipment. "Builders' Hardware" includes items known commercially as builders' hardware which are required for swing and sliding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame. Types of items in this section include (but are not necessarily limited to):

1. Lock cylinders and keys;

2. Lock and latch sets;

3. Sliding door equipment;

4. Miscellaneous door devices.

C. Provide two keys for each lock.

D. See end of Section for Hardware Schedule for Interior and Exterior Doors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General Door Installation

1. All doors used to separate one dwelling from another within the same building shall be of the solid core fire rated type not less than 1-3/8-inch. Exterior doors, and garage passage door shall be 1-3/4-inch insulated metal doors. Wood frames shall have concealed metal reinforcement at latch/lock point. Exterior doors shall be made weatherproof and watertight and a suitable watertight threshold shall be installed. Each interior door shall be 1-3/8-inch flush panel hollow core with paint grade mahogany veneer faces. Each door will be hung in a wood frame with wood trim and one pair of butts and latch or locked hardware as scheduled. All wood doors and frames shall be primed and given two coats of enamel. Doors not used to separate dwellings shall be not less than 1-3/8-inch thickness and may be hollow core, good grade, rotary cut and have a face veneer of 1/28-inch. All interior doors shall be removable, stops shall be provided for all interior doors. Patio doors shall be 6-foot double insulated safety glazed glass.

2. Install doors to comply with manufacturer's written instructions, referenced quality standard, and as indicated.

3. Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.

4. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.

5. Comply with NFPA 80 for fire-rated doors.

6. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

7. Plane door to provide uniform space between door and jamb and to allow smooth operation of door. Adjust striker plate to allow door to close tightly without excessive movement. Touch up with paint to match existing.

8. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

B. Installation of Steel Entrance Door

1. Provide threshold with weather-strip seal.

3.2 INSTALLATION OF EXTERIOR DOOR

A. Glass Sliding Door Repair

1. Remove and replace damaged or missing jamb, trim parts or screens;

2. Set door plumb to close and lock properly;

3. Replace all defective hardware (striker plates, locks, hangers, slides);

4. Replace any broken glass with tempered glass;

5. Paint trim inside and out;

6. Use door parts which are compatible with existing (All exterior doors shall be air tight and lockable).

B. Glass Sliding Door Install

1. All units shall contain tempered glass;

2. Remove existing door and replace damaged jamb, or trim parts;

3. Set new door plumb to close and lock properly;

4. Unit shall come complete with screen and hardware (striker plates, lock, hangers, slides);

5. Re-install and paint trim both inside and out;

6. Install as per manufacturer's recommendation all exterior doors shall be air tight, lockable and in a workmanlike manner.

C. Exterior Door Repair

1. Repair damaged jamb, or trim parts by nailing loose parts;

2. Install new parts where damage is too severe or missing parts are found;

3. Reset existing door plumb to close and lock properly;

4. Replace all defective hardware, (striker plates, locks, thresholds);

5. Install new aluminum vinyl weather-strip, peephole doorstop and threshold;

6. Re-install and paint door and trim both inside and out;

7. Trim shall match adjacent areas;

8. Locks shall be keyed alike for two units or more;

9. Use: Krestmark door or equal; Yale lock or equal; M-D door parts or equal; Sherwin Williams paint; or equal. (All exterior door(s) shall be air tight and lockable at final.).

D. Exterior Wood Door Replacement

1. Door is to be made of clear, kiln dried ponderosa pine with faces machine sanded. Door shall be four-panel type with solid core. Door is to be 1-3/4-inch in thickness and primed before installation and painted after installation. When specified, use stain grade door and trim. Finish selection by Homeowner. Style to be selected by Homeowner. Replace jamb, caulk, and prime. Install aluminum and vinyl threshold and bronze tension-type weather-stripping. Pre-hung units are to be used whenever possible with an aluminum and vinyl threshold and sweep.

E. Exterior Metal Door Install

1. Door is to be 1-3/4-inch thick metal with foam insulation and magnetic weather-stripping. Door design shall be selected by Homeowner. Plastic trim shall not be used on face of door. Threshold shall be aluminum with factory installed vinyl sweep with aluminum sill or aluminum sill with vinyl bubble. Jamb shall be wood, caulked, and primed. Pre-hung units are to be used whenever possible.

   a. Remove door and jamb from existing frame.

   b. Rework frame as necessary to install new pre-hung metal clad exterior door, type to be same or similar as door being replaced complete with exterior lock, keyless deadbolt, aluminum vinyl weather-strip, peephole, doorstop and threshold.

   c. Re-install and paint door and trim both inside and out (trim shall match adjacent areas; locks shall be keyed alike for two units or more).

F. Wood Screen Door Repair

1. Repair any damaged frame members;

2. Replace screen;

3. Replace defective hardware;

4. Paint unit.

G. Wood Screen Door Install

1. Remove existing units and replace with new wood frame screen door complete with necessary hardware (closer, latch);

2. Prime and paint.

3.3 INSTALLATION OF INTERIOR DOORS

A. General Installation Information

1. All interior doors are to be pre hung jamb units, if possible. Jambs and casings are to be of clear pine material. Doors are to be 1-3/8-inch thick hollow core hardboard when door is to be painted (Sherwin Williams or equal) or luan mahogany when door is to be natural finish. Install two hinges and pre-bored for passage locks. All units are to be hung plumb, true, and square with equal margins. Doors are to fit tightly against stop and have no play in strike plate/lock assembly Install passage lock and door stop (wall or hinge type).

2. Interior Doors Repair

a. Repair damaged frame, jamb or trim parts by nailing loose pieces;

b. Installing new parts where missing parts are found;

c. Reset door plumb to close and latch properly;

d. Replace defective hardware (striker plates/latches);

e. Paint or stain door unit on both sides, top and bottom (Sherwin Williams or equal);

f. Use: Banner latches.

3. Interior Doors Install

a. Remove existing door from existing jamb;

b. Remove all rotted or damaged jamb or trim parts;

c. Install new hollow core Lauan Mahogany flush faced wood door with passage latch or bath lock at bathroom to set and close properly;

d. If six panel door exists, replace with a six panel door

e. Paint or stain door unit on both sides;

f. Use: Banner latches; Sherwin Williams enamel paint or stain; or equal.

4. Interior Doors Double Repair

a. Repair all damaged frame, jamb or trim parts by nailing loose pieces;

b. Install new parts where missing parts are found;

c. Reset door plumb to close and latch properly;

d. Replace defective hardware (hinges, latches, slides, hangers);

e. Paint door and trim on both sides;

f. Use: Banner latches; Sherwin Williams paint or equal.

3.4 INSTALLATION OF GARAGE DOOR

A. Garage Door: Installation of garage doors in Dwelling with attached garages.

1. Install a 3/4-inch insulated steel garage door, flush finish (exterior) (Color as selected by Homeowner from manufacturer's standard factory finishes), tongue and groove section joints, 1-3/4-inch integral reinforcing struts, smooth interior finish with baked on two coat polyester finish and primer. Provide 10 year warranty on skin and delamination. Manufactured by Wayne Daulton Door System, or approved equal.

2. Door Frame Installation:

a. Door frame is to be made of 5/4-inch clear, treated, ponderosa pine, oak, or birch with faces machine sanded. No finger joints will be accepted when work write-up specifies stain finish. Frame is to be set square, level, and plumb. Anchor frame with 2-1/2-inch wood screws above and below each hinge and strike plate. Secure bottom of jamb and header in the same manner. Use shims where needed. Prime or seal before installation and paint after installation.

b. Framing shall include 2 x 6 members for railing to screw into for TDI approved rating. The 2 x 6 are to be attached to wall studs that have been hurricane clipped and strapped.

3. Plane or Adjust Door:

a. Plane door to provide uniform space between door and jamb and to allow smooth operation of door. Adjust striker plate to allow door to close tightly without excessive movement. Touch up with paint to match existing.

B. Garage Door Repair

1. Repair all defective parts of the door, frame, and hardware;

2. Remove cracked or peeling paint;

3. Paint with two coats of exterior Latex.

C. Garage Door Install

1. Remove and replace the door unit;

2. Repair any defective frame or hardware prior to installing new unit;

3. Paint with two coats of exterior Latex;

4. Use: Centurion, Sears or equal.

3.5 INSTALLATION OF ACCESS DOORS

A. Install Milcor style "M", 24-inch x 30-inch, metal access panel. Installation shall be performed according to manufacturer's instructions.

3.6 INSTALLATION OF HARDWARE

A. Existing Hardware

1. Reinstall all existing door hardware including locksets, dead bolts, mail slots, peep holes, automatic closers, and security devices in accordance with UL 235.

B. Lockset with Deadbolt

1. Exterior keyed locksets are to be installed as per manufacturer's directions. Lockset is to include deadbolt within basic assembly. Use bright brass or nickel finish. Furnish key in knob lockset for all entrance doors and a deadbolt secondary locking (brass or nickel finish) device keyed on one side only. Key all locksets alike.

C. Exterior Lockset

1. Contractor shall install a keyed exterior lockset with turn knob or push button interior lock control. Lockset shall be installed as per manufacturer's directions. Finish and design shall be selected by the Homeowner.

D. Exterior Deadbolt

1. Contractor shall install a keyed deadbolt above the lockset. Deadbolt shall be keyed on one side on solid doors with at least 5/8-inch minimum throw with single cylinder. Note: No deadbolt keyed on both sides is allowed in the dwelling. Finish shall be satin or polished brass. Deadbolt shall be installed as per manufacturer's directions. All exit doors shall be openable from the interior without the use of a key or special knowledge or effort.

E. Exterior Door Threshold

1. Exterior Door Threshold: Contractor shall install new threshold. Unit shall be aluminum sill with a vinyl bulb, metal on metal carpet strip, or vinyl sweep under door with an aluminum sill. Sill shall be attached to floor with screws and caulked to form a tight seal.

F. Exterior Door Weather-stripping

1. Contractor to install new weather-stripping at sides and top of door jamb to form a tight seal with door closed. Material shall be new bronze tension-type weather-stripping.

3.7 HARDWARE SCHEDULE

A. Exterior Door

1. Deadlock: Yale No. 197 or approved equal;

2. Lockset: Schlage No. A53WD PLY x 605 or approved equal;

3. Butts: 3 hinges;

4. Loxam door chain No. 1860 or approved equal;

5. Viewer.

B. Interior Door

1. Butts: 2 Hinges;

2. Privacy lock.

C. Bathroom Door

1. Butts: 2 Hinges;

2. Privacy lock.

END OF SECTION 08211

**SECTION 08550**
**WINDOWS**

PART 1 - GENERAL

1.1 SUMMARY

A. Scope: Provide all Labor, Materials, Equipment, and Services and perform all operations required for complete installation of:

1. Windows:

a. Including replacement sash, window repairs, aluminum, wood, vinyl, vinyl replacement window units. Window units shall be constructed of type “S” or “T” stiles, check rail or plain rail. Material shall be minimum thickness of 1-3/8-inch. Repair of a window unit shall include but not be limited to putting the unit into working order, replacing rotten or broken sashes, re-glazing, installing latches and re-roped. Windows shall be low-E with a fenestration u-factor of .65 maximum and SHGC of .30 maximum to comply with Law.

B. This Section includes the following unfinished, aluminum-clad, vinyl-clad wood-framed window product types:

1. Wood windows Double-hung;

2. Casement or Sliding Windows;

3. Aluminum Window;

4. Vinyl Clad Window Double-hung.

5. Hurricane Window Templates

6. Fixed Side Lites and Transoms

1.2 PERFORMANCE REQUIREMENTS

A. General: Provide windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified and that are of minimum test size required by AAMA/NWWDA 101/I.S.2.

B. When replacing windows, install geographically appropriate ENERGY STAR rated windows.

1.3 QUALITY ASSURANCE

A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.

B. Fenestration Standard: Comply with AAMA/NWWDA 101/I.S.2, "Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors," for minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

C. Glazing Publications: Comply with published recommendations of glass manufacturers and GANA's "Glazing Manual" unless more stringent requirements are indicated.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace wood windows which fail in materials and workmanship within **two** years from date of Final Acceptance.

B. Warranty Period for Metal Finishes: Five years from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 VINYL CLAD ALUMINUM WINDOWS

A. Aluminum Extrusions and Rolled Aluminum for Cladding, Baked-Enamel Finish: Manufacturer's standard baked enamel complying with AAMA 2603.

1. Color: Color as selected from Program choices.

B. Vinyl for Cladding: Permanent, integral color, manufacturer's standard color finish.

2.2 WOOD DOUBLE HUNG WINDOWS

A. Provide double hung wood windows at historically eligible homes as deemed by the Program. Windows shall be low-E with a fenestration u-factor of .65 maximum and SHGC of .30 maximum to comply with Law. Windows shall match existing in style, profile, shape and mullion pattern of existing.

B. Frame: Constructed of Kiln Dried pine with Mull casings on mulled units, water repellant preservative in accordance with WDMA I.S. 4-07'A. Wood frame is to have a flat casing for wood clad homes and is to have a profiled brick mold for brick clad homes.

C. Jamb thickness may vary at the interior and require jamb extensions. Field verification shall be required. Exterior jamb thickness shall be 1 5/16"

D. Basic jamb width is 4 9/16".

E. Sill height: Sill height may vary in historic homes and field measurement will be required.

F. Sill: Sill widths to match jamb width.

G. Mullion Pattern: True divided lites with pattern to match existing windows to be replace.

2.3 FIXED TRANSOMS

A. Provide fixed transom panels and frames at historically eligible homes as deemed by the Program. Transoms shall be low-E with a fenestration u-factor of .65 maximum and SHGC of .30 maximum to comply with Law and shall meet the requirements of the HRP. Transoms shall match existing in style, profile, shape and mullion pattern of existing.

B. Transom panel frame is to be constructed of kiln dried vertical grain fur or pine, water repellant preservative treated in accordance with WDMA I.S. 4-07"A.

C. Thickness: 1 23/32 inch

D. Top Rail: Sash set transom rail face dimension of 2 7/16.

E. Stiles: All locking stiles constructed of laminated veneer lumber with solid wood edge band or solid wood. Sash set transom rail face dimension of 2 7/16".

F. Bottom rail: Sash set transom rail face dimension of 2 7/16”.

G. Corner construction: Wood doweled and screwed.

H. Interior Glazed.

I. Exterior Finish: Exterior wood is to be treated wood, primed and painted.

J. Interior Finish: Interior wood is to be treated, primed and painted.

2.4 FIXED SIDE-LITES

A. Provide fixed side-lite panels and frames at historically eligible homes as deemed by the Program. Side- lites shall be low-E with a fenestration u-factor of .65 maximum and SHGC of .30 maximum to comply with Law and shall meet the requirements required by the HRP. Side lites shall match existing in style, profile, shape and mullion pattern of existing.

B. Side-lite panel frames is to be constructed of kiln dried vertical grain fur or pine, water repellant preservative treated in accordance with WDMA I.S. 4-07”A.

C. Thickness: 1 23/32 inch

D. Top Rail: Sash set side-lite rail face to match adjacent door.

E. Stiles: All locking stiles constructed of laminated veneer lumber with solid wood edge band or solid wood. Sash set side-lite rail face dimension of 2 7/16”.

F. Bottom rail: Sash set side-lite rail face to match adjacent door.

G. Corner construction: Wood doweled and screwed.

H. Interior Glazed.

I. Exterior Finish: Exterior wood is to be treated wood, primed and painted.

J. Interior Finish: Interior wood is to be treated, primed and painted.

2.5 GLAZING

A. Glass at Aluminum and Aluminum Vinyl Clad Windows: Clear, insulating-glass with low-e coating or film.

B. Glazing System: Manufacturer's standard factory-glazing system that produces weather-tight seal. Low-E with a fenestration u-factor of .65 maximum and SHGC of .30 maximum to comply with Law.

C. Glass at Wood window replacement: Clear float glass, Double strength, Grade B.

D. Glass at Hazardous locations: Tempered glass per Chapter 24 of theNew York City Building Code .

2.6 INSECT SCREENS

A. General: Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Locate screens on inside of window and provide for each operable exterior sash or ventilator.

1. Aluminum Tubular Frame Screens: Comply with SMA 1004, "Specifications for Aluminum Tubular Frame Screens for Windows," Residential R-20 class.

2.7 ACCESSORIES

A. Grilles (False Muntins) at Insulated Window Units: Provide grilles in designs indicated, for removable application to inside of each sash lite.

1. Material: Extruded, rigid PVC.

2. Design: Rectangular.

3. Color: Match Unit.

2.8 FABRICATION

A. General: Fabricate wood windows, in sizes indicated, that comply with AAMA/NWWDA 101/I.S.2 for performance class and performance grade indicated. Include a complete system for assembling components and anchoring windows.

B. Fabricate wood windows that are re-glazable without dismantling sash or ventilator framing.

C. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator, unless otherwise indicated.

D. Factory machine windows for openings and hardware that is not surface applied.

E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.

F. Glazing Stops: Provide nailed or snap-on glazing stops. Provide glazing stops to match sash and ventilator frames.

2.9 WOOD FINISHES

A. Factory-Primed Windows: Provide manufacturer's standard factory-prime coat on exposed exterior wood surfaces.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.

B. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.

C. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather-tight closure. Lubricate hardware and moving parts.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

E. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

F. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels and clean surfaces.

G. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

3.2 INSTALLATION OF WINDOWS

A. Wood Window Replacement with Aluminum Window

1. Remove existing units;

2. Remove and replace all rotted or damaged frame or wood trim;

3. Install new single-hung aluminum unit into repaired frame (unit shall come complete with hardware and screen);

4. Reinstall exterior and interior trim;

5. Size of units shall match existing unless specified and approved;

6. In replacement of frames, sills and trim, all items shall match existing;

7. All windows shall be cleaned prior to final;

8. Wood panels to be cut to size for each window and ply locks installed.

B. Wood Window Repair with Aluminum Track

1. Remove paint from aluminum track to allow upper and lower window sash to operate smoothly and close to form tight seal.

2. Repair or replace locks to make operable.

3. Tracks should be firmly attached to window frame at top and bottom.

4. If fasteners are necessary, they should in no way impede the vertical motion of the window units. Tension of spring assembly should be adjusted to allow proper window movement.

C. Wood Window Repair and Reglaze

1. Remove paint from tracks to allow upper and lower window sash to operate smoothly and close to form tight seal. Repair or replace locks to make operable. Replace sash cords where necessary. Remove all loose or cracked glazing scrape down to wood. Replace broken or cracked glass and install new Latex base glazing compound and paint to match existing for

finished appearance. In replacements of frames, sills, and sash, trim and hardware shall match existing work in design and dimensions unless otherwise specified in the work write-up. Chain shall be used in all sash cord replacement. Two window lifts and one locking device shall be installed on all sash replacements.

2. When new sashes are installed into existing frame, the Contractor shall check all window parting stops. Stops that are missing, broken, or rotted or impaired, proper window operation shall be replaced by the Contractor.

D. Wood and Aluminum Window Repair

1. Free lower sash so that it opens properly;

2. Replace broken glass;

3. Reset loose glass;

4. Remove bad glazing;

5. Apply new glazing to units to make air tight seal;

6. Replace all rotted sills, casings, framing member, screens and trim both inside and out;

7. Install new lock and sash stop if existing is not present or cannot be repaired to operate;

8. Paint unit and trim both inside and out;

9. All items such as replacement frames, sills sash hardware and screens shall match existing;

10. Use: Part from local supplier or equal;

11. All windows shall be cleaned prior to final.

E. Vinyl Window Install

1. Furnish vinyl single hung-double glazed windows with insulated/laminated impact glass and screens. Windows to be of type and location specified in work write-up.

2. Window units shall be furnished with necessary anchors and clips to provide a complete installation.

3. Each unit shall be equipped with a cam lock and keeper.

4. Each sash shall be equipped with two (2) concealed sash balances in jambs, or equivalent, which permit removal of one (or both) sash to the interior of the structure for washing or maintenance without dismantling any frame members or use of special tools.

F. Window Opening Closure

1. Removal of window unit(s);

2. Replace rotted or damaged framing prior to closing opening;

3. Install R-11 batt insulation in cavity;

4. Install new wall covering inside and out to match adjacent areas;

5. Use: Local supplier or equal;

6. All closed openings shall blend as closely as possible to existing adjacent areas.

3.3 INSTALLATION OF WINDOW SCREENS

A. General:

1. Contractor shall replace or repair all screens as specified in the work write-up. Screens shall be mounted in a removable aluminum frame. If the frame is over four feet high, an aluminum cross member shall be used. Screen shall be aluminum; fiberglass screening is not acceptable. Screens shall not be patched; a minimum repair is replacing the screen in an existing frame. If wood screen bead is replaced, the wood shall be primed and painted to match existing.

B. Window Screen Install

1. Remove existing unit;

2. Install new aluminum frame screen to opening;

3. Use: A local supplier.

C. Window Screen Repair

1. Repair any damaged frame members;

2. Replace torn wire screen;

3. Paint units if wood;

4. Use: A local supplier.

3.4 INSTALLATION OF HURRICANE WINDOW TEMPLATES

A. Brick

1. 5/8-inch plywood with number for each window, plywood measured and cut for each window with a 1/8-inch – 1/4-inch clearance around

2. Plylox hurricane clips or equal to be provided, minimum of 4 per window or at every 24-inch or equal.

B. Cementious Board (Hardie Board or equal) or Wood Siding

1. 5/8-inch plywood with number for each window; with a maximum span of 8’-0”. Plywood measured and cut for each window with a 1/8-inch – 1/4-inch clearance around;

2. 1/4-inch x 3-1/2-inch SS stud with 2-inch tapered wood screws, 1-1/2-inch standard SAE threads set 16-inch centered. Provided 1/4-inch washer and wing nut. Screws to be centered in exterior trim.

END OF SECTION 08550

# DIVISION 9 – FINISHES

## SECTION 09210
## GYPSUM PLASTER

PART 1 - GENERAL

1.1 SUMMARY

A. Plaster repair matching existing adjacent.

B. This Section includes the following:

1. Gypsum plastering.

2. Metal, Wire and Gypsum lath.

1.2 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Where indicated, provide assemblies identical to those tested for fire resistance per ASTM E119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1.3 PROJECT CONDITIONS

A. Environmental Requirements, General: Comply with requirements of referenced plaster application standards and recommendations of plaster manufacturer for environmental conditions before, during, and after plaster application.

PART 2 - PRODUCTS

2.1 LATH

A. Expanded-Metal Lath: ASTM C847, fabricated from uncoated or zinc-coated (galvanized) steel sheet and with uncoated steel sheet coated with corrosion-resistant coating after fabrication into lath.

1. Diamond-Mesh Lath: Self-furring.

B. Wire lath: ASTM C933-09.

C. Gypsum Lath: ASTM C37 in length standard with manufacturer for thickness indicated.

1. Core: Regular.

2. Type: Plain, unless otherwise indicated; foil backed where indicated.

3. Thickness: As indicated and as required to comply with ASTM C841 for type of installation and support spacing indicated.

2.2 ACCESSORIES

A. General: Complying with ASTM C841; coordinate depth of accessories with thicknesses and number of plaster coats required.

2.3 MISCELLANEOUS MATERIALS

A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Bonding Compound: ASTM C631.

C. Steel Drill Screws:

1. Complying with ASTM C1002 for fastening metal or gypsum lath to wood or steel members less than 0.033-inch (0.84-mm) thick.

2.4 PLASTER MATERIALS

A. Base-Coat Plasters: ASTM C28, as follows: Match existing adjacent plaster material as close as possible.

1. Gypsum ready-mixed plaster with mill-mixed perlite aggregate.

a. Products:

1) National Gypsum Co.; Gypsolite or equal.

B. Finish-Coat Plasters:

1. Gypsum gauging plaster, ASTM C28.

2. Gypsum ready-mixed finish plaster, manufacturer's standard mill-mixed gauged interior finish.

C. Finishing Hydrated Limes: ASTM C206.

D. Aggregates for Base-Coat Plasters: ASTM C35.

1. Type: Perlite.

E. Aggregates for Finish-Coat Plaster with Floated Finish: ASTM C35; graded per ASTM C842.

1. Type: Perlite.

2.5 PLASTER MIXES AND COMPOSITIONS

A. Plaster Base-Coat Compositions: Comply with ASTM C842 and manufacturer's written instructions for plaster base-coat proportions.

1. Three-Coat Work over Metal Lath: Scratch coat, gypsum wood-fibered plaster, neat or with job-mixed sand; brown coat, gypsum ready-mixed plaster with mill-mixed perlite.

2. Two-Coat Work over Gypsum Lath: Base coat, gypsum ready-mixed plaster with mill-mixed perlite.

3. Two-Coat Work over Unit Masonry: Base coats, gypsum ready-mixed plaster with mill-mixed perlite.

4. Two-Coat Work over Concrete: Base coats of gypsum neat plaster with job-mixed sand.

B. Finishing Hydrated Limes: ASTM C206.

1. Finishing Hydrated Limes, Type N:

a. United States Gypsum Co.; Grand Prize Hydrate Finish Limes.

PART 3 - EXECUTION

3.1 INSTALLATION OF LATH AND FURRING, GENERAL

A. Interior Lathing and Furring: Comply with ASTM C841.

3.2 PLASTER REPAIR APPLICATION, GENERAL

A. Protect contiguous Work from damage and deterioration caused by plastering with temporary covering and other provisions necessary.

B. Prepare monolithic surfaces for bonded base coats and use bonding compound to comply with requirements of referenced plaster application standards for conditioning monolithic surfaces.

C. Sequence plaster application with installation and protection of other work so that neither will be damaged by installation of other.

D. On masonry walls remove all loose or dead plaster. Cut out cracks 1/4-inch wide in a V-joint. Wet existing plaster and tool in finishing lime. Using a steel trowel and water brush, finish lime flush and smooth with adjacent surfaces ready for painting. When plastering larger area, screed lime first with a wood float so that newly plastered area will be in the same plane as existing wall. No bulges or depressions will be allowed. All plaster areas should be invisible when painted.

E. On wood lath remove all loose or dead non-keyed plaster. Remove all rotten wood lath. Renail all loose wood lath. Cut and install 1/8-inch flat rib "special mesh" metal lath securely. Apply base coat plaster leaving surface not less than 1/16-inch below adjacent surfaces. Allow base coat to dry at least 24 hours. Apply not less than 1/16-inch of finish coat plaster. Apply in same manner as on masonry walls. All plaster that is not true, smooth and flush with adjacent wall surfaces will be rejected and replaced at Contractor's expense.

F. Cold weather protection - Contractor shall be responsible for protecting all plaster from freezing. Maintain a minimum temperature of 55 degrees F. All frozen plaster will be replaced.

3.3 PLASTER APPLICATION

A. Plaster Application Standard: Comply with ASTM C842.

B. Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.

C. Finish Coats: Match existing adjacent.

3.4 CUTTING, PATCHING, AND CLEANING

A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

B. Leave plaster ready for painting.

C. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces not to be plastered. Repair floors, walls, sinks, toilets, and other surfaces stained, marred, or otherwise damaged during plastering. Remove all plaster rubbish, excess material, and scaffolding from the building, leaving floors broom clean. Deposit no plastering materials in toilets, sinks or laundry trays. Wash all tools and equipment outside. Any blocked drains caused by plastering materials will be opened at Contractor's expense.

END OF SECTION 09210

**SECTION 09260**
**GYPSUM BOARD**

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, equipment and supplies to carry out the operations necessary to accomplish the following tasks:

1. Installation of Gypsum Board at wall and ceilings;

2. Installation of Moisture Resistant Gypsum board;

3. Repair of Gypsum Board at walls and ceilings;

4. Replacement of Gypsum Board;

5. Removal of damaged gypsum board as related to repairs;

6. Wall Covering Removal.

B. Repair, renovations, alterations, reconstructions of existing wall and ceiling finishes shall comply with the New York City Building Code.

C. When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

D. This Section includes the following:

1. Interior gypsum wallboard.

2. Tile backing panels.

E. Related sections

1. Section 06100 Rough Carpentry for wood sheathing and framing.

2. Section 15410 Plumbing.

3. Section 16600 Lighting.

1.2 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

B. Obtain gypsum board products from a single manufacturer, or from manufacturers recommended by the prime manufacturer of gypsum boards.

C. Tolerances allowed are 1/8-inch offsets between planes of board faces, and 1/4-inch in 8-foot-0-inch for plumb, level, warp and bow.

1.3 PROJECT CONDITIONS

A. It shall be the responsibility of this Contractor to insure that the areas in which drywall is being installed is adequately heated. He shall maintain a temperature of not less than 55 degrees and provide adequate ventilation during and following joint treatment application.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

1. Basis-of-Design Product: The design for each type of gypsum board and related products is based on G-P Gypsum products named.

2.2 PANEL PRODUCTS

A. Panel Size, General: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.

B. Gypsum Wallboard: ASTM C36.

1. Regular Type: 1/2-inch and with long edges tapered or beveled.

2. Type X: 1/2-inch indicated and with long edges tapered.

C. Tile Backing Panels/Moisture Resistant:

1. Glass-Mat, Water-Resistant Backing Board: ASTM C1178/C1178M, with core type and in thickness indicated.

a. Product: G-P Gypsum Corp.; Dens-Shield Tile Backer or equal.

2.3 TRIM ACCESSORIES

A. Interior Trim: Galvanized Wallboard Trim ASTM C1047.

1. At external corners: Corner bead with smooth, rigid metal nose bonded to paper tape flanges.

2. At exposed wallboard edges around openings: Beaded nose casing bead with exposed flange knurled for joint treatment.

3. Where wallboard abuts dissimilar construction: Square edge semi-finishing casing bead.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475.

B. Joint Tape: Plain or perforated.

1. Interior Gypsum Wallboard: Paper.

2. Exterior Gypsum Soffit Board: Paper.

3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.

4. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by manufacturer.

2.5 TEXTURE FINISHES

A. Primer: As recommended by textured finish manufacturer.

B. Texture: Medium.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Gypsum Board Wall installation: Comply with ASTM C840 and GA-216.

1. Interior finish of all exterior walls and all interior partitions shall be sheathed with 1/2-inch thick gypsum wall board applied vertically, and with all joints taped and floated smooth.

2. Wall board shall be attached to studs with galvanized 1-3/8-inch long nails at a maximum spacing of 8-inches.

3. Exposed gypsum board corners shall be reinforced with #118 continuous corner bead.

4. All exposed gypsum board will be textured and painted. Sheetrock shall be installed with all external corners protected with metal corner beads.

5. Joints and corners on sheetrock must be taped, topped and made smooth and ready for paint.

B. Fire-Resistance Gypsum Board

1. Where gypsum drywall systems with fire resistance ratings are indicated or are required to comply with governing regulations, provide materials and installations identical with applicable assemblies which have been tested and listed by recognized authorities, including UL.

2. Fire wall joints must be taped. A high quality taping compound not containing asbestos shall be used. All work shall be in conformance with manufacturer's printed directions.

C. Gypsum Board Ceiling installation: Comply with ASTM C840 and GA-216.

1. Ceiling shall be sheathed with 1/2-inch thick gypsum board panels nailed at maximum 7-inches o.c.

2. Remove all fixtures and attached surface items not to be painted; clean all surfaces as per paint manufacturer's directions; spot fill holes, cracks, etc. with latex compound; repel loose tape work.

3. Reinstall fixtures; items not removed from ceiling shall be protected from paint work unless replacement specified.

D. Gypsum Board Replacement

1. 1/2-inch thick gypsum ASTM C36, with paintable paper-faced surfaces and with long edges tapered for standard joint treatment.

2. Remove all fixtures, nails, and attached surface items not to be painted; clean all surfaces as per paint manufacturer's directions; remove the area designated for replacement from stud to stud as necessary; install new sheetrock at replacement area.

3. Tape, bed and float joints at replacement area. For remaining wall surfaces: Fill all cracks, etc. with latex compound; rebel loose tape work; apply a coat of texture to all wall surfaces; replace all damaged or missing trim to match existing; apply two coats.

E. Gypsum Board Repair

1. Gypsum board, ASTM C36, with paintable paper-faced surface in thicknesses to match adjacent wallboard.

2. Install wallboards with edges occurring on supporting members.

3. Place boards with the long dimension vertical and each board continuous from floor to ceiling.

4. Remove existing defective wallboard to expose 1/2 of the existing supporting members on opposite sides.

5. Cut wallboard to fit snugly and fasten to supporting members.

6. Reset fastener heads and re-tape joints as required.

7. Remove all fixtures and attached surface items not to be painted; clean all surfaces as per paint manufacturer's directions; spot fill holes, cracks, etc. with latex compound; rebel loose tape work.

8. Replace all damaged or missing trim to match existing; apply two coats of interior latex paint (if bath or kitchen use latex enamel).

9. Reinstall fixtures; items not removed from wall shall be protected from paint work unless replacement specified.

F. Moisture-Resistant Gypsum board

1. Georgia-Pacific DensArmor, or Equal Water-Resistant/ Moisture resistant gypsum board treated to resist moisture to comply with ASTM C1288, C1325, C1178 or C1278 as a wall tile back up board around kitchens, shower stalls, bathtubs, and bathroom wainscots.

2. Georgia-Pacific DensArmor, or Equal Water-Resistant Backing Panel: Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations. At laundry rooms, showers, tubs and similar "wet" areas, install water-resistant backing board. Apply with tin-cut long edge at bottom of work, and space 1/4-inch above fixture lips. Seal ends, cut edges and penetrations of each piece with water-resistant sealant before installation.

G. Wall Covering Removal & Surface Prep

1. Remove all wallpaper and loose paint to bare plaster. Cut out and patch all plaster cracks.

2. Remove any and all loose plaster and re-plaster leaving a smooth true even surface.

3. Spackle all nicks, holes, wall blemishes and paint removed patches.

4. Sand and/or scrape smooth all wall and ceiling surfaces smooth ready for painting.

5. Clean all grease, grime and oils from all kitchen walls by washing with degreasing agents.

6. Roughen all previously semi-gloss or gloss painted surfaces prior to painting.

7. Remove all grease, grime, peeling paint, wallpaper and trash from walls behind radiators.

8. Remove radiators if necessary.

9. Remove all excess surface run telephone wires, staples and boxes prior to painting.

10. Remove all existing protruding nails, wires, brackets, hooks, eyes, hangers and any and all mechanical devices not required or obsolete from all wood trim and walls prior to painting.

H. Damaged Walls with Wallpaper Repair

1. Wallpaper will not be repaired as part of rehabilitation. Damaged walls with wallpaper will be repaired in the same manner as non-wallpapered walls and painted. The remaining walls in the room will be prepared as in 8.29 and painted to match the repaired wall.

3.2 FINISHING

A. Installing Trim Accessories: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Finishing Gypsum Board Panels: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.

1. Pre-fill open joints, rounded or beveled edges, and damaged surface areas.

2. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

3. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.

4. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions. See "Gypsum Board Finish Levels" Article in the Evaluations for a discussion of ASTM C840 requirements.

C. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C840, for locations indicated:

1. Level 1: Embed tape at joints in ceiling plenum areas, concealed areas, and where indicated, unless a higher level of finish is required for fire-resistance-rated assemblies and sound-rated assemblies.

2. Level 2: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges where panels are substrate for tile.

3. Level 3: Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim flanges.

D. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

E. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.

F. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture finish manufacturer's written recommendations.

END OF SECTION 09260

**SECTION 09310**
**CERAMIC TILE**

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, tools, equipment, incidentals, and services necessary for the flooring material:

1. Ceramic Floor tile to replace base standard flooring material, VCT for the kitchen and or the bathrooms.

B. This Section includes provisions and installation of ceramic tile and removal of existing material:

1. Paver tile.

2. Stone thresholds installed as part of tile installations.

3. Waterproof membrane for thin-set tile installations at wet locations.

C. Related divisions:

1. Section 06100 Rough Carpentry

2. Section 06200 Finish Carpentry.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The following requirements apply for product selection:

1. Basis-of-Design Product: The design for each tile type is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 TILE PRODUCTS

A. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.

B. Glazed Paver Tile: Flat tile as follows:

1. Composition: Impervious natural clay or porcelain.

2. Facial Dimensions: 11-13/16 by 11-13/16-inches (300 by 300-mm) kitchen,
5 13/16 x 5 13/16 bath.

3. Thickness: 5/16-inch.

4. Face: **Plain with square edges.**
5. Basis-of-Design Product: Daltile, “Color Scheme”.

a. Arctic White – B900

b. Desert Gray - B905
c. Black – B901

d. C.O.F: 0.60;

e. Grade: 1.

6. Bathroom – American Olean SatinGlo Hexagon 0D251HEX35MSC1P White w/Black insets or approved equal.

2.3 ACCESSORY MATERIALS

A. Thresholds: Metal Edge Band.

B. Waterproofing Membranes for Thin-Set Tile Installations: Manufacturer's standard product that complies with ANSI A118.10.

1. Polyethylene-Sheet Product: Polyethylene faced on both sides with fleece webbing, 0.008-inch (0.203-mm) nominal thickness.

2.4 SETTING AND GROUTING MATERIALS

A. Dry-Set Portland Cement Mortar (Thin Set): ANSI A118.1.

B. Standard Sanded Cement Grout: ANSI A118.6, color: no white.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove and dispose of Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.

B. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions.

C. Remove protrusions, bumps, and ridges by sanding or grinding.

D. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.

E. Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, pre-coat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.2 INSTALLATION, GENERAL

A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.

B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.

C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Grind cut edges of tile abutting trim, finish, or built-in items. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.

F. Grout tile to comply with requirements of ANSI A108.10, unless otherwise indicated.

G. Metal Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

END OF SECTION 09310

**SECTION 09650**
**RESILIENT TILE FLOORING**

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, tools, equipment, and services necessary for and reasonably incidental to the base (standard) flooring material:

1. Vinyl Composition Tile (VCT) in all wet areas (kitchen, bathroom, entry, laundry room) and hallways.

B. Repair, renovations, alterations, reconstructions of existing floor finishes comply with the New York City Building Code.

C. This Section includes the following:

1. Vinyl composition floor tile.

D. Related section:

1. Section 06100 Rough Carpentry for sheathing and substrates

2. Section 06200 Finish Carpentry for trim and transitions.

1.2 QUALITY ASSURANCE

A. Source Limitations: Obtain each type, color, and pattern of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

PART 2 - PRODUCTS

2.1 RESILIENT TILE

A. Vinyl Composition Floor Tile: Products complying with ASTM F 1066 and with requirements as specified herein.

B. When replacing flooring, use environmentally preferable flooring, including the FloorScore certification.

C. Product: Subject to compliance with requirements, listed. Basis of design is:

1. Manufacturer: Armstrong Commercial, or Equal.

2. Color and Pattern:

a. Arteffects, Full Range of Colors or equal. Color to be selected by Homeowner from Program choices.

3. Class: Class 2 (through-pattern tile).

4. Wearing Surface: Smooth.

5. Thickness: 0.125-inch (3.2-mm).

6. Size: 12-inch by 12-inch (304.8-mm by 304.8-mm).

2. Tarkett - Better Living Collection – Better Living Planks
   a. Colors:
      1) Dorchester Plank - Dark Pine
      2) Dorchester Plank – Hemlock
      3) Sapele – Tuscan Toast

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.

C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 TILE INSTALLATION

A. General: Comply with tile manufacturer's written installation instructions.

B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.

   1. Lay tiles square with room axis, unless otherwise indicated.

C. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.

   1. Lay tiles in pattern of colors and sizes indicated on Drawings.

D. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.

E. Extend tiles into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, non-staining marking device.

G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.

1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

H. Hand roll tiles according to tile manufacturer's written instructions.

3.3 CLEANING AND PROTECTING

A. Perform the following operations immediately after installing resilient products:

1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.

2. Sweep or vacuum floor thoroughly.

3. Do not wash floor until after time period recommended by flooring manufacturer.

4. Damp-mop floor to remove marks and soil.

B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.

1. Apply protective floor polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes, if recommended in writing by manufacturer.

a. Use commercially available product acceptable to flooring manufacturer.

2. Cover products installed on floor surfaces with undyed, untreated building paper until Final Inspection.

3. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

C. Clean products according to manufacturer's written recommendations.

1. Before cleaning, strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer.

2. After cleaning, reapply polish to floor surfaces to restore protective floor finish according to flooring manufacturer's written recommendations.

END OF SECTION 09650

**SECTION 09680**
**CARPET**

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, tools, equipment, and services necessary for and reasonably incidental to the base (standard) flooring material:

1. Carpeting for bedooms.

B. This Section includes woven carpet, carpet cushion and removal of existing material.

C. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

D. Related sections:

1. Section 06100 Rough Carpentry for sheathing and substrates

2. Section 06200 Finish Carpentry for trim and transitions.

1.2 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

B. All carpet must be clearly marked as conforming to HUD Bulletin No: UM44D.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI 104, Carpet Installation Standards, "Storage and Handling." and "Site Conditions; Temperature and Humidity."

1.4 WARRANTY

A. Carpet Warranty: Manufacturer's standard form in which manufacturer agrees to replace carpet that does not comply with requirements or that fails within 10 years from date of Final Acceptance. Warranty does not include deterioration or failure of carpet from unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.

B. Carpet Cushion Warranty: Manufacturer's standard form agreeing to replace carpet cushion that does not comply with requirements or that fails within 10 years from date of Final Acceptance. Warranty does not include deterioration or failure of carpet cushion from unusual traffic, failure of substrate, vandalism, or abuse. Failure includes, but is not limited to, permanent indentation or compression.

PART 2 - PRODUCTS

2.1 CARPET

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

B. Products: Subject to compliance with requirements, provide the following or equal:

1. Manufacturer: Shaw.

2. Style: Cliché Classic II.

3. Fiber: 100% Nylon.

4. Face Weight 32.00

5. Number of Colors: 8 (Color number may vary).

6. Green Label Plus certification

2.2 CARPET CUSHION

A. Traffic Classification: CCC Class I, moderate traffic.

B. Carpet Cushion Standards must comply with FHA/HUD standards, ASTM D3574-91 or ASTM D3676-89.

C. Polyurethane Foam Cushion:

1. Products: Subject to compliance with requirements, provide the following or equal:

a. Leggett & Platt, Monterey Carpet Cushion

2. Type: Bonded foam.

3. Compression Force Deflection at 65 Percent: per ASTM D3574.

4. Thickness: 0.5-inch.

5. Density: 5.0 lb/cu. ft. (kg/cu. m).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with CRI Carpet Installation Standards and as recommended by manufacturer.

B. Maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Bind or seal cut edges as recommended by carpet manufacturer.

C. Install pattern parallel to walls and borders.

D. The Contractor shall install carpet as required under other articles of these specifications and as hereinafter specified. Work shall include furnishing and installing all necessary installation accessories, irrespective of whether they are mentioned herein or not, but all as necessary to meet the actual installation conditions of each location in which carpet is required so as to produce a first class workmanlike secure installation.

E. General broom cleaning of surfaces which support the carpeting will be done by General Contractor. Before starting any carpeting operations in any one location, the Carpet Subcontractor shall remove from the surfaces supporting the carpeting all dust, dirt, debris, oil, grease, or other substances which

may in any manner affect the satisfactory execution and serviceability of the carpeting. Debris resulting from the installation operations shall be promptly removed from the site and none shall be left under any carpet.

F. Carpet shall be installed only after all other work in a given location has been completed. Carpets shall be laid with the seams running in the same direction, or as directed in the field by PROGRAM. All seams shall be made so that pile of adjoining pieces has the same directional run, and so as to be practically invisible in the opinion of PROGRAM. Each run of carpet located between the adjoining parallel seams shall be a single piece of carpet without any piecing out.

G. All doors shall be cut off where necessary to clear the new carpet.

H. Carpet shall be carefully stretched to a uniform tautness until perfectly smooth and even as well as free from ripples, sags, or buckles.

I. A decorative flat bar/transition strip to match adjacent flooring material shall be installed to protect carpet/vinyl intersections.

3.2 PROTECTION OF WORK

A. The Contractor shall take all necessary precautions to protect the existing construction and finishes of the building against any damage due to the carpeting operations. The Contractor will be responsible for the cost of such damages.

B. Vacuum carpet using commercial machine with face beater element. Remove spots and replace carpet where spots cannot be removed.

C. Sequence carpeting with other work so as to minimize possibility of damage and soiling of carpet during remainder of construction period.

D. After completion of carpeting operations in an area, Contractor shall remove all waste and surplus items of carpeting. Salvage, except for unused rolls, shall be the property of the Homeowner, if wanted.

END OF SECTION 09680

**SECTION 09912**
**PAINTING**

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces throughout the project.

B. Surface preparation, priming and coats of paint specified are in addition to shop priming and surface treatment specified under other sections of work.

C. Previously coated surface Preparation. All surface contamination such as oil, grease loose paint, mill scale, dirt foreign matter, rust, mold, mildew, mortar and sealers must be removed to assure sound bonding of paint being applied. Testing of product to be used in areas previously painted should be performed prior to use of new product being application.

D. Prior to beginning work on housing older than 1978, in which children will be occupying the home, provide Homeowner and Occupants a copy of EPA's lead hazard information pamphlet "*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools*". Contractors must document compliance with this requirement; EPA's pre-renovation disclosure form may be used for this purpose.

E. Contractors are required to be certified and to use lead-safe work practices as stipulated by the EPA.

F. All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, basis of design is Sherwin Williams or equivalent. All interior paints and primers must be less than or equal to the following VOC levels in grams per liter (g/L), based on a combination of the Master Painters Institute (MPI) and GreenSeal standards:

| **Paint Type** | **Maximum VOC Limit** |
|---|---|
| Flat | 50 g/L |
| Non-Flat | 50 g/L |
| Floor | 100 g/L |
| Anti-Corrosive | 250 g/L |

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

C. Colors: Homeowner selected from HRP options.* (* Within Historic District approval of color selections may require approval by the governing historic review agency, commission or group).

2.3 PREPARATORY COATS

A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.

2. Zinc-Coated Metal Substrates: Galvanized metal primer.

3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.

2. Zinc-Coated Metal Substrates: Galvanized metal primer.

3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

2.4 EXTERIOR FINISH COATS

A. Exterior Flat Acrylic Paint:

1. Sherwin-Williams; A-100 Exterior Latex Flat House & Trim Paint A6 Series or approved equal.

B. Exterior Low-Luster Acrylic Paint:

1. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series or approved equal.

2. Retain finish-coat materials below for a semi-gloss acrylic-enamel finish, including medium shades, over concrete, stucco, masonry, concrete masonry units, gypsum soffit boards, smooth wood, medium-shade wood trim, ferrous and zinc-coated metal, and aluminum.

C. Exterior Semi-gloss Acrylic Enamel:

1. Sherwin-Williams; A-100 Latex Gloss A8 Series or approved equal.

2. Retain finish-coat materials below for a full-gloss acrylic-enamel finish over concrete, stucco, masonry, concrete masonry units, gypsum soffit boards, smooth wood, and wood trim. Consult manufacturers if deep-tone-color full-gloss finishes are required. Some deep-tone-color products require use of a different base or a different primer.

D. Exterior Full-Gloss Acrylic Enamel for Concrete, Masonry, and Wood:

1. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series or approved equal.

E. Exterior Full-Gloss Acrylic Enamel for Ferrous and Other Metals:

1. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series or approved equal.

F. Exterior Full-Gloss Alkyd Enamel:

1. Sherwin-Williams; Industrial Enamel B-54 Series or approved equal.

INTERIOR FINISH COATS

G. Available Products: Subject to compliance with requirements, provide the following or equal:

1. Interior Flat Acrylic Paint: Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.

2. Interior Flat Latex-Emulsion Size: Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.

3. Interior Low-Luster Acrylic Enamel: Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.

4. Interior Semigloss Acrylic Enamel: Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.

5. Interior Full-Gloss Acrylic Enamel: Sherwin-Williams; ProMar 200 Interior Latex Gloss Enamel B21W201.

6. Interior Semigloss Alkyd Enamel: Sherwin-Williams; ProMar 200 Interior Alkyd Semi-Gloss Enamel B34W200 Series.

7. Interior Full-Gloss Alkyd Enamel for Gypsum Board and Plaster: Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.

8. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces: Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.

2.5 INTERIOR WOOD STAINS AND VARNISHES

A. Available Products: Subject to compliance with requirements, provide the following or equal:

1. Open-Grain Wood Filler: Sherwin-Williams; Sher-Wood Fast-Dry Filler.

2. Interior Wood Stain: Alkyd based. Sherwin-Williams; Wood Classics Interior Oil Stain A-48 Series.

3. Clear Sanding Sealer: Fast-drying alkyd based. Sherwin-Williams; Wood Classics Fast Dry Sanding Sealer B26V43.

4. Interior Alkyd- or Polyurethane-Based Clear Satin Varnish: Sherwin-Williams; Wood Classics Fast Dry Oil Varnish, Satin A66-300 Series.

5. Interior Waterborne Clear Satin Varnish: Sherwin-Williams; Wood Classics Waterborne Polyurethane Satin, A68 Series.

6. Interior Waterborne Clear Gloss Varnish: Sherwin-Williams; Wood Classics Waterborne Polyurethane Gloss, A68 Series.

## PART 3 - EXECUTION

### 3.1 APPLICATION

A. Comply with procedures specified in PDCA P4 for inspection and acceptance of surfaces to be painted.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and re-prime.

2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.

c. If transparent finish is required, backprime with spar varnish.

d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.

e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.

4. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
   a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

E. Material Preparation:

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.

2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

2. Paint interior surfaces of ducts with a flat, non-specular black paint where visible through registers or grilles.

3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

G. Sand lightly between each succeeding enamel or varnish coat.

H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Omit primer over metal surfaces that have been shop primed and touchup painted.

2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.

I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

K. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

L. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

M. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

N. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

O. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.

P. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

Q. Unless otherwise noted within document all paint shall include additional coats beyond coat number specified to achieve good cover and hide.

3.2 CLEANING AND PROTECTING

A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.

B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

EXTERIOR PAINT SCHEDULE

D. Concrete, Stucco, and Masonry (Other Than Concrete Unit Masonry):

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Exterior concrete and masonry primer.

b. Finish Coats: Exterior low-luster acrylic paint.

E. Concrete Unit Masonry:

1. Acrylic Finish: Two finish coats over a block filler.

a. Block Filler: Concrete unit masonry block filler.

b. Finish Coats: Exterior low-luster acrylic paint.

F. Mineral-Fiber-Reinforced Cement Panels:

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Exterior concrete and masonry primer.

b. Finish Coats: Exterior flat acrylic paint.

G. Smooth Wood:

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Exterior wood primer for acrylic enamels.

b. Finish Coats: Exterior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Exterior wood primer for alkyd enamels.

b. Finish Coats: Exterior full-gloss alkyd enamel.

H. Wood Trim:

1. Acrylic-Enamel Finish**:** Two finish coats over a primer.

a. Primer: Exterior wood primer for acrylic enamels.

b. Finish Coats: Exterior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Exterior wood trim primer for full-gloss alkyd enamels.

b. Finish Coats: Exterior full-gloss alkyd enamel.

I. Plywood (Exterior plywood floor underlayment):

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Exterior wood primer for acrylic enamels.

b. Finish Coats: Exterior low-luster acrylic paint.

J. Ferrous Metal:

1. Acrylic Finish: Two finish coats over a rust-inhibitive primer.

a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).

b. Finish Coats: Exterior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a rust-inhibitive primer.

a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).

b. Finish Coats: Exterior full-gloss alkyd enamel.

K. Zinc-Coated Metal:

1. Acrylic Finish: Two finish coats over a galvanized metal primer.

a. Primer: Exterior galvanized metal primer.

b. Finish Coats: Exterior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a galvanized metal primer.

a. Primer: Exterior galvanized metal primer.

b. Finish Coats: Exterior full-gloss alkyd enamel.

L. Aluminum:

1. Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Exterior aluminum primer under acrylic finishes.

b. Finish Coats: Exterior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Exterior aluminum primer under alkyd finishes.

b. Finish Coats: Exterior full-gloss alkyd enamel.

3.3 INTERIOR PAINT SCHEDULE

A. Concrete and Masonry (Other Than Concrete Unit Masonry):

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Interior concrete and masonry primer.

b. Finish Coats: Interior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior concrete and masonry primer.

b. Finish Coats: Interior semi-gloss alkyd enamel.

B. Concrete Unit Masonry:

1. Acrylic Finish: Two finish coats over a block filler.

a. Block Filler: Concrete unit masonry block filler.

b. Finish Coats: Interior low-luster acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a filled surface.

a. Block Filler: Concrete unit masonry block filler.

b. Finish Coat: Interior semi-gloss alkyd enamel.

C. Mineral-Fiber-Reinforced Cement Panels:

1. Flat Acrylic Finish: Two finish coats.

a. Finish Coats: Interior flat acrylic paint.

D. Gypsum Board:

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Interior gypsum board primer.

b. Finish Coats: Interior low-luster acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior gypsum board primer.

b. Finish Coats: Interior semi-gloss alkyd enamel.

E. Plaster:

1. Acrylic Finish: Two finish coats over a primer.

a. Primer: Interior plaster primer.

b. Finish Coats: Interior flat acrylic paint.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior plaster primer.

b. Finish Coats: Interior semi-gloss alkyd enamel.

F. Wood and Hardboard:

1. Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior wood primer for acrylic-enamel and semi-gloss alkyd-enamel finishes.

b. Finish Coats: Interior low-luster acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior wood primer for acrylic-enamel and semi-gloss alkyd-enamel finishes.

b. Finish Coats: Interior semi-gloss alkyd enamel.

G. Ferrous Metal:

1. Acrylic Finish: Two finish coats over a primer.

   a. Primer: Interior ferrous-metal primer.

   b. Finish Coats: Interior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

   a. Primer: Interior ferrous-metal primer.

   b. Finish Coats: Interior semi-gloss alkyd enamel and full-gloss alkyd enamel for wood and metal surfaces.

H. Zinc-Coated Metal:

1. Acrylic Finish: Two finish coats over a primer.

   a. Primer: Interior zinc-coated metal primer.

   b. Finish Coats: Interior semi-gloss acrylic enamel.

2. Alkyd-Enamel Finish: Two finish coats over a primer.

   a. Primer: Interior zinc-coated metal primer.

   b. Finish Coats: Interior semi-gloss alkyd enamel.

I. All-Service Jacket over Insulation:

1. Acrylic Finish: Two finish coats. Add fungicidal agent to render fabric mildew proof.

   a. Finish Coats: Interior flat latex-emulsion size.

3.4 INTERIOR STAIN AND NATURAL-FINISH WOODWORK SCHEDULE

A. Stain-Varnish Finish: Two finish coats of varnish over a sealer coat and interior wood stain. Wipe wood filler before applying stain.

1. Filler Coat: Open-grain wood filler.

2. Stain Coat: Interior wood stain.

3. Sealer Coat: Clear sanding sealer.

4. Finish Coats: Interior alkyd or polyurethane-based clear satin varnish.

B. Natural-Varnish Finish: Two finish coats of varnish over a sealer coat and a filler coat.

1. Filler Coat: Open-grain wood filler.

2. Sealer Coat: Clear sanding sealer.

3. Finish Coats: Interior alkyd- or polyurethane-based clear satin varnish.

END OF SECTION 09912

# DIVISION 10 – SPECIALTIES

## SECTION 10747
## WINDOW WELLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Window wells for below-grade egress
B. Covers for window wells
   1. Dome
   2. Metal grate
   3. Polycarbonate

1.2 REFERENCES

A. New York City Building CodeChapter 10.

1.3 QUALITY ASSURANCE

A. Certificates: Submit certificate that applicator complies with requirements of this section.

B. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

C. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.

D. Installer shall be responsible for complying with New York City Building Code and requirements of the Department of Buildings.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.

B. Store products in manufacturer's unopened packaging until ready for installation.

C. Protect materials during handling and installation to prevent damage

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Wellcraft Egress Systems

B. Bilco

C. Marflex

D. Boman Kemp

E. Approved equal

2.2 DESIGN REQUIREMENTS

A. Dimensions of window wells shall be in accordance with Chapter 10 of the New York City Building code. Ladders or steps shall be provided in accordance with Section _1025.5.2_____of the New York City Building Code.

B. Ladder rungs shall be designed for a minimum load of 300 pounds (136 kg) applied on a maximum 4-inches (102 mm) wide section located at the center of the ladder rung and the edge of the ladder rung. The ladder rungs need not be designed for both loads occurring simultaneously.

C. Window wells shall be provided with an opening cover. The cover shall be designed in accordance with the applicable code to support a minimum live load of 40 pounds per square foot (195 kg/m2). The cover shall be operable from within the window well without the use of tools or special knowledge, and shall require no more than 30 pounds (13.6 kg) of force to fully open.

D. All components and materials from which the window well is constructed shall be corrosion-resistant.

PART 3 - PRODUCTS

3.1 PREPARATON

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Dig out and remove existing window well if present.

3.2 INSTALLATION – GENERAL

A. Install in accordance with manufacturer's instructions.

B. Window Wells should be mounted flush against the foundation wall. Apply a thick bead of quality polyurethane silicone around the face flange of the well and set against the wall.

C. Determine height needed.

D. Center the window well and level to desired depth.

E. Install by working from top of each flange to bottom of flange.

3.3 BACKFILLING

A. Follow manufacturer's specific requirements for each well.

B. Use pea gravel or 3/4 inch (19 mm) or smaller free-draining rock to create a backfill barrier around the outer perimeter of the window well and approximately 1 foot (305 mm) down from the top of the window well.

C. The top 6 inches (152 mm) of the window well perimeter can be backfilled with topsoil to final grade. Slope final grade away from well in all directions.

D. Drainage is required. Connect to existing drainage or if there is no existing drainage system exits make provisions to direct drainage away from the well to well drained soil.

E. Gutter downspouts should be a minimum of 8 to 10 feet (2.4 m to 3 m) from the window well or at least 10 feet from the foundation wall and should be directed away from the window well with rigid or flexible pipe.

END OF SECTION 10747

**SECTION 10801**
**BATH ACCESSORIES**

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Toilet and bath accessories;

2. Medicine Cabinet;

3. Tub Surround.

1.2 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace if defects in material.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Products: The design for toilet and bath accessories, and specific items, are described in Part 2 and are based on products indicated. Subject to compliance with requirements, manufacturers and products of equal quality are acceptable.

2.2 MATERIALS

A. Accessories shall conform to Federal Specifications WW-P 54 lb.

1. Accessories shall be chrome finish brass or zinc die cast metal with concealed mounting brackets.

B. Stainless Steel: ASTM A666, Type 304, No. 4 finish (satin), 0.0312-inch (0.8-mm) minimum nominal thickness, unless otherwise indicated.

C. Brass: ASTM B19, ASTM B16 (ASTM B16M), or ASTM B30 castings.

D. Steel Sheet: ASTM A366/A366M, 0.0359-inch (0.9-mm) minimum nominal thickness.

E. Galvanized Steel Sheet: ASTM A653/A653M, G60 (Z180).

F. Chromium Plating: ASTM B456, Service Condition Number SC2 (moderate service).

G. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.

H. Mirror Glass: ASTM C1036, Type I, Class 1, Quality q2, nominal 6.0-mm thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DD-M-411.

2.3 TOILET AND BATH ACCESSORIES

A. Towel Bar: Install 1 at Lavatory and 1 at tub/shower

1. Basis-of-Design Product: Nutone;

2. Model: HM 896;

3. Mounting: Recessed;

4. Towel Type and Capacity: 24-inch;

5. Material: Chrome plated.

B. Toilet Tissue Dispenser: 1 at toilet

1. Basis-of-Design Product: Nutone;

2. Model: HM 770;

3. Type: Single-roll dispenser;

4. Mounting: Surface mounted with concealed anchorage;

5. Material: Chrome plated.

C. Shower Curtain Rod: 1 at shower/tub

1. Basis-of-Design: Nutone;

2. Model: HM 610;

3. Stainless-steel shower curtain rod with 3-inch (75-mm) stainless-steel flanges designed for exposed fasteners, in length required for shower opening indicated;

4. Type: Normal-duty, 1-inch (25.4-mm) OD;

5. Size: 5-foot – 0-inch.

D. Medicine Cabinet: 1 at lavatory

1. Basis-of-Design Product: Broan Metro Collection Bath cabinets;

2. Type: Surface Mount with surface mount kit;

3. Size: 15-inch x 35-inch;

4. Construction: **Corrosion-resistant steel** cabinet;

5. Door: Framed mirror door concealing storage cabinet equipped and with continuous hinge and spring-buffered, rod-type stop and magnetic door catch;

6. Shelves: Five.

E. ADA Compliant Grab-Bar: 1 at lavatory

1. Basis-of-Design Product: Bobick or Equal

2. 36-inch Minimum length;

3. 1-1/2-inch to 1-1/4-inch diameter;

4. Stainless Steel;

5. Install 33-inch to 36-inch above finished floor.

F. ADA Compliant Grab-Bar: 1 at shower/tub

1. Basis-of-Design Product: Bobick or Equal

2. 42-inch Minimum length;

3. 1-1/2-inch to 1-1/4-inch diameter;

4. Stainless Steel;

5. Install 33-inch to 36-inch above finished floor.

G. Tub Surround

1. Basis of Design: American Standard Acrlux

2. Model: 6032Y1.BWT

3. Type: Acrylic Tile Bath Wall Set

4. Size: 60-inch

5. Meets or exceeds Standards:

a. ANSI Z124.1 for Plastic Bathtubs

b. ASTM E162 for Flammability

c. NFPA 258 for Smoke Density

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

1. Install grab bars to withstand a downward load of at least 250 lbf (1112 N), when tested according to method in ASTM F446.

B. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 10801

# DIVISION 14 – CONVEYING EQUIPMENT

## SECTION 14410
## LIFTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. This section includes:

1. Lift

2. Concrete Pad

C. Related Sections:

1. Section 16100 "Electrical".

2. Section 03205 "Concrete".

3. Section 06200 "Finish Carpentry" for exterior woodwork for handicap-accessible ramp with handrail.

1.2 SUMMARY

A. Homes that shall be elevated may require one ramp or lift entrance in place of stairs. Ramps shall be Uniform Federal Accessibility Standards ("UFAS") compliant with a slope of 1to 12. Ramps shall also incorporate a set of stairs in the ramp design at the Dwelling entrance. Where a lift is required, they shall be residential vertical platform lift, including electrical installation in accordance with local code, maintenance-free operation and 24V DC battery backup with reference to the UFAS Section 4.11. The lift installation shall also incorporate a set of stairs in the lift design.

B. When a Dwelling is elevated as part of rehabilitation, a ramp shall be installed in place of stairs for one Dwelling entrance at the Homeowner's choice if the Homeowner or an Occupant is elderly or disabled as noted in the Job Order. If the Dwelling is located within a historical district governed by the Design Standards for Historic properties then the location of the ramp or lift must comply with those guidelines.

C. A lift may be installed in place of a ramp under several circumstances. If the ramp is eligible and of such a height that a lift is more cost effective, the lift must be installed and would be eligible. If the ramp cannot be constructed to meet UFAS due to site and Dwelling location geometry, a lift may be constructed and would be eligible even if more costly. If the Homeowner chooses to construct a lift instead of the ramp and the lift is more costly than the ramp the Homeowner must pay for the incremental lift installation costs. In the majority of cases and due to the 1:12 slope requirements, lifts shall be necessary for homes elevated 3-foot or above.

D. Repair, renovations, alterations, reconstructions of existing wood framing shall comply with the New York City Building Code.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer for installation and maintenance of units required for this Project.

1.4 WARRANTY

A. Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All materials used in framing and constructing ramps and landing associated with the installation of a Lift shall be pressure treated wood.

2.2 MATERIAL STANDARDS FOR RAMPS AND FRAMING AROUND LIFT

A. Rough Lumber Exterior

1. All lumber to be grade marked and surfaced 4 sides. Minimum grading of lumber shall be as set forth in this section. All rough and framing lumber in contact with concrete will be termite resistant pressure treated lumber. All wood structural members shall be of sufficient size to carry the dead and require live loads without exceeding the allowable working stresses. A minimum size for support members shall be nominal dimension 4 x4. Anchorage of wood framing shall be in accordance with Wind Storm Specifications and Law.

B. The width of ramp and associated landings shall conform to the dimensional requirements of UFAS and shall be a minimum width of 36-inches. Hand rails shall be located 34 to 38-inches above ramp or landing surface and shall be 1-½" from face of wall if that condition occurs.

C. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard PS 20-70. Grading rules of the following associations apply to materials furnished under this section:

1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).

2. Southern Pine Inspection Bureau (SPIB).

3. Northern Hardwood and Pine Manufacturer's Association (NHPMA).

D. General Standards

1. Identify all lumber and plywood by official grade mark.

a. Specified lumber dimensions are nominal.

b. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.

2. Surfacing:

a. Surface four sides (54S), unless specified otherwise.

3. Moisture Content

a. 15% maximum for lumber items not specified to receive wood preservative treatment.

E. Framing Lumber

1. Furring and grounds: Minimum Grade, No. 3 common.

2. Light framing lumber (less than 6-inch wide) minimum grade #2 (SPIB).

3. Structural framing (6-inch and wider): Any species and grade meeting the following value: Fb = 1150 psi, E + 1,400,000 psi.

F. Plywood

1. Plywood Grading Rules

a. Softwood Plywood: Construction and Industrial: Product Standard PS 1-66.

b. Hardwood Plywood: Product Standard PS 51-71.

G. Concealed Plywood

1. Where plywood will be concealed by other work, provide C-D Plugged/ INT-APA.

H. Treated Wood

1. Preservative

a. Pressure method in accordance with interim FS TT - W - 571 H Table III C.C.A. 0.25 pounds retention per cu. ft. "Wood Preservative Treating Practice" and published standards of AWPA. Treatment shall be dry salt method.

b. Kiln-dry to 15% moisture content after treatment of the following:

1) Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

2) Pressure-treat the following with water-borne preservatives for ground contact use complying with AWPB LP-22.

3) Wood members in contact with ground.

I. Fasteners: Rough Hardware Bolts:

1. FS FF-B-575C.

2. FS FF-B-584 D.

3. Nuts: FS FF-N-836C.

4. Expansion shields: FS FF-B-561C.

5. Lag screws and bolts: FS FF-B-561C.

6. Toggle bolts: FS FF-B-588C.

7. Wood screws: FS FF-S-lllC.

8. Nails and staples: FS FF-N-105B.

J. Standards for Lift

1. Where applicable when space is limited for Ramp configuration and travel/lift distance is in excess of 3'-0" provide weather resistant electrical lift with adjacent access.

   a. Basis of design is the Trus T Lift by Ram manufacturing. The following are the product specifications:

      1) Adjacent Access.

      2) Deck Dimension: 54" x 40" x 54"

      3) Travel distance: 28" to 144"

      4) Tower Height: 48" to 166"

      5) Lift Capacity: 550 Lbs.

      6) Lift Speed: 8 feet per Minutes

      7) Finish: Baked Powder Coat

      8) UL & CSA Certified

      9) 20 Amp Dedicated Circuit

      10) Emergency Manual Operation

      11) Emergency Battery Backup

2. Manufacturers: Subject to compliance with requirements. Provide products by one of the following:

   a. T-Ram;

   b. AmeriGlide;

   c. McKinley Elevator;

   d. Or equal.

3. Lift shall comply with Law, including UFAS (Uniform Federal Accessibility Standards).

4. Reframing of exiting deck or porch may be required. In some cases a platform must be created to create a barrier free ADA compliant access to the Dwelling.

5. Provide minimum 72” x 72” x 4” broom finished concrete pad with 3000 PSI Compressive strength at 28 days with steel reinforcing installed per the Concrete Reinforcing Steel Institute’s recommended best practices for placing & supporting reinforcement.

END OF SECTION 14400

# DIVISION 15 – MECHANICAL

## SECTION 15100
## HEATING VENTILATION AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all labor, materials, equipment, services and perform all operations required for complete installation of all packaged units and related work as specified herein including:

1. Ductwork.

2. Air distribution devices.

3. Heating and air conditioning control wiring.

4. Fuel burning furnaces.

5. Electric heat pumps.

B. All non-compliant heating systems should be replaced with the Minimum Property Standards as referenced in the bid documents.

C. Referenced in other Divisions

1. Bath and kitchen vent fans.

2. Attic vent fans.

3. Kitchen exhaust fan.

D. Electrical work associated with the mechanical system including, but not limited to, equipment, devices shall be included within the scope of the Mechanical work.

E. HVAC System Scope

1. Construction and installation of HVAC equipment, accessories and appurtenances shall comply with the published accepted standards of the relevant professional associations.

2. Air-conditioning and air-handling units shall sit on cantilevered platforms on homes being elevated.

3. Equipment shall be replaceable without requiring dismantling of adjacent piping, equipment or any fixed construction.

4. Controls shall be by electronic thermostat.

5. Gas System shall have an energy rating of 92 AFUE or better.

6. All duct work shall be constructed of rigid fiberglass with aluminum vapor barrier. Joints will be stapled and taped with aluminum foil tape manufactured for this purpose. The use of “Flex-duct” will be permitted with, but the length shall not exceed 15-foot. Ducts will be provided with dampers, turning vanes, and extractors as recommended by ASHRAE.

7. Air handlers shall be installed with condensate drain which shall drain into the domestic waste system. All return air shall be through filtered grill with replaceable type filters.

8. HVAC system is to be a minimum of 14 SEER.

9. When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

10. Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

11. In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

F. Related Electrical Scope

1. Electrical work associated with the mechanical system including, but not limited to, equipment, devices shall be included within the scope of the Mechanical work.

2. All electric motors for plumbing and HVAC equipment shall be provided by Mechanical trades.

3. All other electrical devices such as thermostats, etc., for the control or operation of HVAC and plumbing equipment shall be provided and wired by mechanical trades. These items shall comply with Section 16100, Electrical.

4. Power supply wiring for all equipment shall be provided by electrical trades.

5. Mechanical trades shall coordinate with the Electrical trades for wiring of power requirements of approved equipment submittals. Also coordinate specified control functions.

6. Each bidder shall thoroughly inspect the site and existing conditions affecting the work.

7. For equipment consisting of an assembly of multiple components such multiple components do not have to be the products of a single manufacturer.

1.2 QUALITY ASSURANCE

A. Testing

1. The Contractor shall, at his expense, conduct capacity and general operating test on each system when requested by the Engineer or Inspector. The test shall demonstrate the specified capacities of the various pieces of equipment, and shall be conducted in the presence of the Homeowner or his/her authorized representative. The general operating tests shall demonstrate that the entire equipment is functioning in accordance with the contract documents.

B. Codes

1. All work must conform to the following codes and regulations adopted by its participating local governments:

a. New York City Building Code (“NYCBC”)

b. New York City Mechanical Code ("NYCMC")

c. New York City Energy Conservation Code ("NYCECC")

C. Performance

1. All performance data specified herein shall be considered actual performance of equipment as installed. If installation details are such that actual operating conditions unfavorably affect performance as compared to conditions under which the equipment was rated, suitable allowance shall be made by the Contractor.

2. Labeling and listing of equipment by Underwriter's Laboratories, Inc., is accepted as conforming to design standards.

3. Required ductwork shall be corrosion-resistant materials, be air tight to prevent leaking along runs, and shall comply with other such requirements as the Engineer or the local building inspector may deem necessary.

1.3 SUBMITTALS

A. Submit shop drawings for approval in all cases of system addition, modification and new installation.

B. Shop drawings: Five sets of drawings and original catalog data sheets of all apparatus giving full information as to dimensions, materials, fitness and other pertinent facts shall be submitted.

C. The approval of the drawings by the City shall not be construed as a complete check but will indicate only that the general method of construction and detailing is deemed satisfactory by the City.

D. The Contractor shall maintain one copy of each approved shop drawing in a separate file, and present the entire set arranged in a brochure to the Homeowner at Final Inspection.

E. Manufacturer's wiring diagrams shall be furnished for all heat pump units.

1.4 PERFORMANCE

A. All performance data specified herein shall be considered actual performance of equipment as installed. If installation details are such that actual operating conditions unfavorably affect performance as compared to conditions under which the equipment was rated, suitable allowance shall be made by the Contractor.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2. Products: Subject to compliance with requirements, provide one of the products specified.

3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 EQUIPMENT

A. Forced Air and Gravity Air Furnaces

1. Approved manufacturers:

a. Carrier.

b. Fedders.

c. Lennox.

d. Mueller.

e. National Heater.

f. Trane.

g. Approved Equal

B. Duct Work

1. All duct work is to be shop fabricated

2. Provide and install all units and accessories in accordance with the provisions of the following:

a. SMACNA Installation Standard and Guides

b. ASHRAE Guide and Data Books

c. UL 181, UL 181A and UL 181B Insulated Air Ducts.

C. Devices

1. Approved manufacturers or approved equal

a. U.S. Register

b. Anemostat

c. Connors

d. Tuille and Bailey

D. Controls

1. Approved manufacturers or equal

a. Honeywell

b. Johnson

c. Barber-Colman

E. Air Conditioning Equipment

1. Approved manufacturers or equal

a. Carrier

b. Fedders

c. Lennox

d. Trane.

F. Heat Pumps

1. UNITARY HEAT PUMPS shall comply with the requirement of ARI-240 and UL-559. Units shall be tested, rated, labeled and listed accordingly.

2. Outdoor sections of all heat pump units shall be sound rated in accordance with ARI-270, and installed to produce a sound pressure level not exceeding 60 db (a) maximum.

G. Air Distribution Devices

1. Devices must comply with provisions of Air Diffusion Council 106R2.

H. Control Wiring

1. All control wiring shall be as per the NEC. The NEC requirements are hereby upgraded to the extent that all control wiring, except that concealed in walls or partitions, shall be run in EMT indoors, and rigid steel conduit outdoors.

I. Split System Heat Pump

1. Indoor Fan Coil Section: Furnish and install direct expansion fan coil equipped with electric heater. Unit shall operate in the vertical upflow position and is to be installed with duct-work. Unit enclosure shall be insulated and constructed of galvanized steel, bonderized and finished with baked enamel. Reversible filter rack shall have duct connection flanges and be equipped with permanent or throw away type filter. Fan shall be forward curved with double inlet mounted on motor shaft, dynamically and statically balanced. The multi-speed fan motor shall be factory lubricated, have internal overload protection, and be resiliently mounted. Cooling coil shall be constructed with aluminum fins bonded to copper or aluminum tubing, coil shall have factory installed; refrigerant metering device, refrigerant line fittings, (2) condensate pans. Electric heater shall be factory installed and wired for single stage operation. All heaters shall be equipped with both thermal and current overload protection, and the required heating and cooling system controls, including a control circuit transformer.

2. Outdoor unit - Furnish and install an air to air electric heat pump designed and tested for Refrigerant 22. Brass service valves with refrigerant line fittings and service parts shall be provided. Outdoor coil shall be constructed with aluminum fins mechanically bonded to copper or aluminum tubes. Coil shall be protected by grille. Fan shall be direct drive propeller type. Compressor shall be of the welded hermetic type with internal vibration isolation. Compressor motor shall have both thermal and current sensitive overload device and be equipped with crank-case heater and high pressure protection. Controls and protective devices shall include a liquid

line low pressure switch, suction line accumulator and pressure relief device. Provide an automatic defrost system. Accessories shall include indoor thermostat, pre-charged tubing, outdoor thermostat, emergency heat relay, filter drier, time guard and start thermostate.

J. Temperature Control System:

1. Furnish and install a system of electric temperature control as hereinafter specified and as recommended by heat pump unit manufacturer.

2. Warm Air Heating System: A wall mounted heating cooling thermostat with manual changeover, fan on-auto switch, and emergency heat switch shall control the heat pump compressor, outdoor fan, and indoor fan to maintain its setting. When additional heat is required, the thermostat shall energize the supplementary electric heating coil unless overridden by the setting of the outdoor air thermostat (located in the heat pump outdoor unit). The emergency switch shall override the outdoor thermostat and permit use of the supplementary heating coil for heating if the compressor is inoperative.

3. Cool Air Cooling System: The wall mounted thermostat shall control the heat pump compressor, outdoor fan and indoor fan to maintain its setting.

K. Duct Construction

1. In accordance with "Low Velocity, Duct Construction Standards" as published by Sheet Metal, Air Conditioning Contractors National Association, Inc. (SMACNA), all references to tables, plates in this paragraph: refer to referenced manual. Duct: Constructed of galvanized sheet steel or sheet aluminum. Duct dimension, metal gauges, seam construction, reinforcing angles: In accordance with SMACNA's latest edition.

2. Fittings, Hangers

a. Constructed in accordance with SMACNA tables 1-1 thru 5-2.

L. Flexible Duct Connectors

1. Provide flexible duct connectors at duct connections with fan units. Connectors: neoprene coated glass fabric, 30 oz. per square yds or approved equal. Shall be in accordance with SMACNA Low Velocity Table 2-1. Each flex connector shall be designed to allow one inch of free movement, completely air tight, and shall have sewed and cemented seams.

M. Volume Dampers

1. Shall be installed where indicated on the drawings and at locations where branches take off by splitter connections in the mains. Damper control hardware shall be of the locking quadrant type.

N. Turning Vanes

1. Turning vanes of the double thickness type shall be provided in all square elbows and shall be of galvanized steel. Vanes shall be as shown in SMACNA Fig. 2-4.

O. Sheet Metal Gauges

1. Sheet metal gauges for low velocity rectangular ductwork shall be governed by the major duct dimension and shall be as follows:

a. Up to 12-inches: No. 26 gauge; 13-inches to 30-inches: No. 24 gauge and shall be as per the New York City Building Code.

P. Low Velocity Ductwork

1. Low velocity ductwork shall have joints fabricated by approved methods of crimping which will provide a neat appearance and which will be substantial and air tight. Transverse joint connections shall be governed by the major duct dimensions and shall be as follows:

   a. Up to 24-inches: S or Drive slips; 25 to 40 inches: 1-inch pocket or 1-inch bar slips

Q. Rectangular Ducts

1. All rectangular ducts shall be securely hung or attached to the building construction with hanger design and spacing governed by major dimension as follows:

   a. Up to 12-inches: Band hangers around bottom and sides and attached to two points above top of duct.

   b. 8-foot O.C. 13-inches to 30-inches: Band hangers on bottom and sides and attached to two points above edges of duct 6 ft O C.

R. Registers and Grills

1. Return and exhaust registers, unless otherwise specified shall be steel, fixed bar type, with opposed blade key operated dampers. Registers in walls shall have horizontal bars set at angle like Tuttle & Bailey Type T-117D. Registers in ceilings shall have straight bars and shall be equivalent to Tuttle & Bailey Type T117. Finish shall be baked on white enamel. Grilles shall be the same as specified for registers except volume dampers are omitted.

S. Furnaces

1. All fuel fired equipment shall provide full cut off electric ignition.
2.
   a. Gas fired furnaces: American Gas Association (AGA) approved.
   b.
   c. Oil fired furnaces: Underwriter's Laboratories (UL) approved.

T. Roof Self Mounted Air Conditioning Unit

1. Unit shall be designed for outdoors complete with full roof curb and be a factory tested, assembled piped and fully charged unit.

2. Unit to be equipped with 100% outside air economizer cycle relief and return dampers for "free cooling".

3. Unit to be wired in accordance with the National Electrical Code. Unit to be rated in accordance with ARI Standard 210.

4. Installation, maintenance and operating instructions with electrical diagrams to be shipped with unit.

5. Exterior casing could be heavy zinc coated steel with an epoxy primer and finished paint. Doors to be hinged and have fasteners and air tight gaskets.

6. Interior surfaces on the casings shall be insulated for thermal insulation.

7. All joints of metal panels shall be sealed internally to provide an air tight, water tight enclosure.

8. Compressor shall be industrial type with forced feed lubrication and electric unloading controls, plus safety controls which shall include hi and low pressure cut off, oil pressure cut off, non-recycling pump down and reset relays among others.

9. Fan shaft shall be mounted on at least two greased lubricated ball bearings designed for 200,000 hours average life. Grease lines to be extended outside of unit.

10. Entire fan assembly shall be completely isolated from the unit on rubber and cork isolators.

11. Unit shall be supplied with a remote control monitor panel to be mounted on an interior wall.

U. Insulation

1. Coverings and insulation of equipment, ductwork and piping, including vapor barriers, shall have a flame spread rating not over 25 without evidence of continued progressive combustion and with a smoke developed rating not higher than SO based on test procedure ASTM E-84. If the coverings and insulation, including vapor barriers, are to be applied with adhesives, the adhesives used shall have a flame spread rating not over 25 and a smoke developed rating not higher than 50.

2. Flexible foamed plastic insulation shall be O-C flexible tubing.

3. Rigid duct liner board insulation (sound-lining) shall be O-C Fiberglass A-6.

4. Flexible duct insulation shall be OC Faced Duct Warp FRK 25, Series ED-150.

5. Insulating cement shall be O-C 110.

6. Sound Lining

a. All sound lining materials shall conform to U.L. requirements for use in air duct systems, and shall be guaranteed by the manufacturer against erosion of fibers at the actual air velocities in the system.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify the Engineer for a determination of final location.

C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

D. Gas Furnace Installation

1. All equipment and installations shall be in compliance with Law.

2. All equipment and installations shall be in accordance with the Manufacturer's recommendations.

3. Contractor shall furnish and install electric start gas fixed heating unit system(s) complete and operable in every detail, as shown on drawings supplied by Contractor and hereinafter specified.

4. Unit shall be complete with all necessary connections for operation including: fans, blowers, controls and thermostatic controls.

5. Unit is to contain electric spark ignition.

6. Clearances shall be in accordance with the listing and the Manufacturer's installation requirements.

7. All duct work in finished areas that is not to be enclosed shall be painted with metal primer finish paint.

8. All ducts in unheated spaces to be insulated with min. R-8 duct insulation and taped in place.

9. Contractor shall guarantee a trouble free system and shall repair or replace all defective parts and/or workmanship at his expense for a period of one year from date of Final Acceptance in addition to the previous warranty requirements listed.

10. He shall further guarantee that the heating system will maintain heat within the house at 70 degrees F. when the outside temperature is 36 degrees F. and the wind has a velocity of 15 mph.

E. Electric Furnace Installation

1. Contractor shall furnish and install system(s) complete and operable in every detail, as shown on drawings supplied by Contractor and hereinafter specified.

2. Electric furnace complete with all electrical connections: fans, blowers, controls, thermostatic controls and all other necessary connections and controls for a completely operable unit.

3. All equipment and installations shall be in compliance with the New York City Building Code.

4. Contractor shall guarantee a trouble free system and shall repair or replace all defective parts and/or workmanship at his expense for a period of one year from date of Final Acceptance. He shall further guarantee that the heating system will maintain heat within the house at 70 degrees F. when the outside temperature is 36 degrees F. and the wind has a velocity of 15 mph.

5. All duct work in finished area that is not to be enclosed shall be painted with metal primer finish paint.

6. All ducts in unheated spaces to be insulated with min. R-8 duct insulation and taped in place.

F. Electrical Central Air Conditioner

1. Contractor shall furnish and install air conditioning system(s) complete and operable in every detail, as shown on drawings supplied by Contractor and hereinafter specified. With all electrical connections, thermostatic controls that can be sent for fan only, condensing unit, "A" type evaporator coils, housings, lines, ducts, registers and all other necessary connections, controls and

equipment for a completely operable unit, including concrete exterior pad (location selected by Homeowner).

2. If not existing, return ducting with registers shall be installed at each floor of house. All supply registers shall be replaced and adjustable for most effective air distribution for heating and air conditioning. All duct work in finished area that is not to be enclosed shall be painted with metal primer finish paint. All ducts in unheated spaces shall be insulated with a minimum of 2-inch fiberglass duct insulation and taped in place.

3. All equipment and installations shall be in compliance with Law.

4. Contractor shall guarantee a trouble free system and shall repair or replace all defective parts and/or workmanship at his expense for a period of one year from date of Final Acceptance. It shall further guarantee that the cooling system will maintain a temperature of 78 degrees F when the outside temperature is 89 degrees F.

5. Interior units shall be provided with a full coverage auxiliary drain pan with a cut off switch to prevent water damage when the unit pan fills. The outlet of the pan shall be piped to the perimeter of the house to permit visible detection of a failed system.

G. Heat Pump

1. Contractor shall furnish and install Carrier or approved equal heat pump complete with all electrical connections, fans, blowers, controls, thermostat, compressor unit and pad, ducts and registers and all other necessary components and connections for a completely operable heating and cooling unit.

H. Fan Forced Ceiling Heaters

1. Contractor shall furnish and install a Miami-Carey #586 Fan-Forced Ceiling Heaters and switch or approved equal. Installation is to be in accordance with Law and manufacturer's recommendations. Contractor is to guarantee work and equipment for one year from date of Final Acceptance.

I. Installation of Wall A.C. Unit

1. A.C. unit to be installed in hole in wall. Unit to be supported with metal angle brackets where necessary; all exterior metal to be galvanized or aluminum.

2. Cut hole minimum size to allow proper fit of unit cover. Any masonry or wood structural elements cut shall be headed off with proper size steel angles or wood headers. Exterior hole to be clean cut, flashed on top with Fiberglass insulation to allow removal for service.

3. Trim and caulk where necessary on interior and exterior wall, all trim to be finished to match existing.

4. All glass panels removed for the installation of units shall be infilled with 1/8-inch clear plastic window glazing.

5. Electric outlet to have individual circuit for each A.C. unit; use no extension cord to plug in unit.

J. Installation of Controls

1. Thermostats shall be mounted 54-inch above finished floor. All controls shall be installed by this Contractor.

K. Installation of Sound Lining

1. Linings shall be secured to ducts with mechanical clips on 15-inch centers each way and with adhesive over the entire back surface. Caulk all joints with a fire retardant mastic and tape all joints with fire retardant duct tape. Duct construction at leading edge of sound lining must provide a shoulder to receive edge of lining so that interior of lined and unlined sections shall be identical. The installation of all duct sound linings shall comply with the SMANA Sound Liner Application Manual.

3.2 REPAIR AND MAINTENANCE

A. Gas Equipment Maintenance

1. When existing gas fired equipment is to remain, clean burners, combustion chambers, vent stacks, chimney if needed, adjust flame and pilot, correctly set fan limit control switches. Clean and oil blowers and install new filter. Test heating system under stress conditions long enough to establish proper operation, including automatic parts and controls. Proper sized, usable slide baffles shall be provided if missing.

B. Gas Furnace

1. Contractor shall furnish and install electric start gas fixed heating unit system(s) complete and operable in every detail, as shown on drawings supplied by Contractor and hereinafter specified. Unit shall be complete with all necessary connections for operation including: fans, blowers, controls and thermostatic controls. Contractor shall guarantee a trouble free system and shall repair or replace all defective parts and/or workmanship at his expense for a period of one year from date of Final Acceptance. He shall further guarantee that the heating system will maintain heat within the house at 70 degrees F when the outside temperature is 36 degrees F and the wind has a velocity of 15 mph. Unit is to contain electric spark ignition.

2. All duct work in finished areas that is not to be enclosed shall be painted with metal primer finish paint.

3. All ducts in unheated spaces to be insulated with min. R-8 duct insulation and taped in place.

4. Old heating unit is to be removed and disposed.

C. Heat Unit

1. Housing repair: Install new housing panels to replace damaged panels.

2. Heat exchanger:

   a. Install replacement heat exchanger in accordance with manufacturer's instructions.

   b. Reassemble furnace unit.

3. Forced Air furnace fan motor:

   a. Rebuild fan motor.

   b. Reinstall motor in furnace assembly.

   c. Reinstall fan drive assembly.

D. Central Heat Furnace

1. Clean existing system

2. Check all functional parts for proper working order

3. All defective parts shall be replaced

4. Repair any defective venting and ducts.

5. Use: Parts from a local supplier

6. All work shall be performed in accordance with the New York City Electrical Code and the New York City Plumbing Code.

E. Heat Registers

1. Replace missing or damage grills and or registers for hot air system.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

3.4 CLOSEOUT

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

B. Operator Instructions

1. At the completion of the project, and after all systems have been tested and accepted by PROGRAM, the Contractor shall provide a trained representative to instruct Homeowner in the operation of all systems. During this period, instruct the Homeowner or his/her representative fully in the operation, adjustment and maintenance.

C. Operating Manuals

1. The Contractor shall provide two copies of the Maintenance Manuals, as specified below, to the Homeowner at the Final Inspection.
2. Make-up of manuals: The manuals shall be bound in a three-ring loose leaf binder No sheets larger than 8” x 11” shall be used except sheets that may be neatly folded to 8" x 11" and used as a pull out.

3. Contents of manuals: The manuals shall contain a complete description of each new mechanical and electrical system in the building as hereinafter outlined. Complete maintenance instructions on each piece of equipment in the building as hereinafter described, the name, address and telephone number of each Subcontractor that installed the system, and the name, address and telephone number of the local representative of each piece of equipment installed in the building.

END OF SECTION 15100

**SECTION 15410**
**PLUMBING**

PART 1 - GENERAL

1.1 SCOPE

A. Furnish materials accessories, fittings, fixtures, and equipment; perform work required to place the plumbing system in a complete, proper and legal operating condition.

B. This Section includes plumbing fixtures and related components.

C. This section includes gas and electric hot water heaters.

D. All appliances in rehabilitation and reconstruction projects must be energy star rated, where possible.

E. Provide connections for applicable appliances referenced in Section 16600.

F. Related sections:

1. Section 16600 Residential Appliances

2. Section 10801 Bath Accessories including Tub Surrounds and Vanity Combos.

G. The **Base** standard for plumbing faucets & shower tub trim is based on Delta with chrome finish.

H. Repair, renovations, alterations, reconstructions of existing plumbing and hot water heating shall comply with the New York City Building Code.

I. Make any necessary arrangements with the utility service companies for services or for work required on their equipment or systems.

J. Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

K. When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

L. Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

M. When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

1.2 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. All plumbing work shall conform, as a minimum, to the New York City Plumbing Code and all piping, supply, draining and venting, shall be sized in accordance with the New York City Building Code. All supply piping shall be seamless copper tubing, sanitary from the New York City Building Code. All supply piping shall be seamless copper tubing. Sanitary drains and venting may be schedule 40 PVC as permitted by the New York City Plumbing Code. All supply piping running in exterior walls or attic

shall be insulated with formed insulation jacket. Exterior hose bibs shall be freeze proof. All fixtures and plumbing appliances shall be provided with stops on the supply at each fixture. Contractor is responsible for extending service from meter to building. Contractor shall be responsible for obtaining *all* required permits and inspections.

C. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.

D. Comply with the following applicable standards and other requirements specified for plumbing fixtures:

1. Enameled, Cast-Iron Fixtures: ASME A112.19.1M.

2. Hand Sinks: NSF 2 construction.

3. Plastic Bathtubs: ANSI Z124.1.

4. Plastic Lavatories: ANSI Z124.3.

5. Plastic Sinks: ANSI Z124.6.

6. Porcelain-Enameled, Formed-Steel Fixtures: ASME A112.19.4M.

7. Slip-Resistant Bathing Surfaces: ASTM F462.

8. Vitreous-China Fixtures: ASME A112.19.2M.

E. Comply with the following applicable standards and other requirements specified for lavatory and sink faucets:

1. Backflow Protection Devices for Faucets with Side Spray: ASME A112.18.3M.

2. Backflow Protection Devices for Faucets with Hose-Thread Outlet: ASME A112.18.3M.

3. Diverter Valves for Faucets with Hose Spray: ASSE 1025.

4. Faucet Hose: ASTM D3901.

5. Faucets: ASME A112.18.1M.

6. Hose-Connection Vacuum Breakers: ASSE 1011.

7. Hose-Coupling Threads: ASME B1.20.7.

8. Integral, Atmospheric Vacuum Breakers: ASSE 1001.

9. NSF Materials: NSF 61.

10. Pipe Threads: ASME B1.20.1.

11. Supply and Drain Fittings: ASME A112.18.1M.

F. Comply with the following applicable standards and other requirements specified for bathtub and shower faucets:

1. Backflow Protection Devices for Hand-Held Showers: ASME A112.18.3M.

2. Combination, Pressure-Equalizing and Thermostatic-Control Antiscald Faucets: ASSE 1016.

3. Faucets: ASME A112.18.1M.

4. Hand-Held Showers: ASSE 1014.

5. Hose-Coupling Threads: ASME B1.20.7.

6. Pipe Threads: ASME B1.20.1.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection.

1. Bathtubs

2. Bathtub trim

3. Kitchen sink, stainless steel: American Standard only

4. Kitchen sink drain.

5. Kitchen sink supply/trim.

6. Lavatory

7. Lavatory trim

8. Shower head, trim.

9. Toilet.

10. Toilet trim.

11. Hose bibb

12. Faucet

13. Bath/Shower Fittings

B. Approved manufacturers: American Standard, Crane, Eljer, Kohler and Delta or approved equal.

2.2 FAUCETS

A. Lavatory Faucet:

1. Base Standard: Delta, Foundation Core single handle center set faucet with pop-up drain, model: B510LF, 4-inch center. Flow < = 1.5 gpm. WaterSense & ADA Compliant.

B. Bathtub Faucet: Tub and Shower Trim

1. Base Standard: Delta Foundation Core Monitor 13 Series Tub & Shower Trim, with rough valve, Model: BT13410 or equal. Flow < = 2.0 gpm. ADA Compliant.

C. Sink Faucet

1. Base Standard: Delta Faucet, Foundation Core Single Handle Kitchen Faucet with Integral Sprayer, model: B3310LF (3 hole *" installation) or equal. Flow <= 2.0 gpm. WaterSense & ADA Compliant.

## 2.3 FIXTURES

A. Toilet Seat: Solid plastic. Include in Water Closet

1. Configuration: Closed front with cover

2. Size: Verify and coordinate with toilet

3. Class: Residential

4. Color: White

B. Water Closets: Water closet shall be "Kohler WaterSense Highline two-piece comfort height dual flush toilet in white, Model# K-3989-0" with seat included or Kohler WaterSense "Wellworth two-piece 1.28 GPF or American Standard WaterSense H2Option Siphonic Right Height Elongated Toilet Model # 3705.216.020 or approved equal.

C. Countertop Lavatory: Countertop Lavatory, shall be "American Standard" or equal Aqualyn sink, Model: 0476.028, vitreous china lavatory with 4-inch center

D. Kohler Wellworth Pedestal Sink with 4" centers K-2293-4-0 or approved equal.

E. Lavatory Cabinet Combo: Vanity combo by American Classics, Model: PPAGJVO24, Size: 24-inch x 18-inch, with culture marble top with integral bowl, and 4-inch centerset faucet or approved equal.

F. One Piece Tub and Shower Unit: Fiberglass, 5-foot length, "American Standard" Acrylux, Model 6030Y1K.102 (right outlet) or 6030Y1K.202 (left outlet) unit where feasible or approved equal.

G. Bathtubs: "American Standard" Princeton, Model: 2390.202 (left hand) or 2391.202 (right hand), 5-foot formed tub complete with lever operated pop-up drain and overflow or approved equal.

H. Tub surrounds to be white cultured marble, single piece per side.

I. Kitchen sink shall be approximately 22-inch x 33-inch x 8-inch double compartment or 22-inch x 25-inch x 8-inch single compartment, 20-gauge, self-rimming, nickel stainless steel, with back ledge. Underside of bowl coated with sound deadening material. Standard shall be Kohler Toccata 25" single bowl, 33" double bowl or approved equal.

## 2.4 PIPING

A. All underground water piping shall be schedule 40 PVC.

B. All other domestic hot and cold water piping above ground shall be schedule 40 CPVC piping, flex or copper.

C. All underground soil, waste, and vent piping shall be schedule 40 PVC or A.B.S.

D. All above grade waste and vent piping shall be CPVC schedule 40 or PVC schedule 40-type pipe and fittings.

E. All gas piping shall be galvanized black steel pipe with malleable fittings. Copper tubing shall not be used for gas lines.

2.5 EQUIPMENT

A. Water Heater

1. Gas: GE Model: SG40T12AVG, 40 Gal.; Warranty: Minimum 7 years; Provide material for a complete installation. Heater shall be 240 V, have cut-off valve on cold water supply, and a thermal and pressure safety relief valve. Installation shall comply with the New York City Building Code.

2. Electric: GE Model SE40M12TAH, 40 Gal.; Warranty: Minimum 7 years; Provide materials for a complete installation. Heater shall have cut-off valve on cold water supply, and a thermal and pressure safety relief valve. Installation shall comply with the New York City Building Code.

B. Boilers

1. Acceptable manufacturers:
   a. Weil-McLain
   b. Lennox
   c. Crown
   d. Rinnai
   e. Or Equal provider.

2. Gas: Weil-McLain, Model GV90+, Or Equal, Gas-fired water boiler, Provide material for a complete installation. Installation shall comply with the New York City Building Code.

C. Flood Control System

1. Must have a minimum of 10 years installation experience.
2. Acceptable manufacturers:
   a. Eveready
   b. Xpert Flood control
   c. Or Equal provider and installer.
3. System shall consist of:
   a. Back water valve to stop the sewer water backflow made of corrosive free material and parts.
   b. Ejector pump/ Sump pump, water resistant, ½ hp or greater motor with automatic heat dissipation. Discharge shall be a 2”-3” NPT fitting for tie in.
   c. Flood prevention using a French drain diversion system.
   d. Housing or Basin for the valves and ejector pump. Basin cover shall be recessed with a plated cover so the cover can be mowed over.
   e. Interior and exterior drain tiles for seepage and flood protection.
   f. Control panel shall be wired with a battery back up for operation of the pump.
4. Test and Inspect
   a. Plumbing sub-contractor will be responsible for testing and inspecting the flood control system.

b. All parts including the motors, switches, valves, and piping shall be in good working order as specified by the manufacturer.

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING

A. Perform cutting and patching of materials which are essential to installation or to work. Do not cut structural framing members, wiring, or mechanical work. Notching, cutting and drilling to comply with the New York City Building Code.

B. Provide sleeving for rough-in work.

C. Restore cut or damaged surfaces to original finish to match surrounding work.

D. Install chrome-plated escutcheons where piping passes through finished surfaces which are exposed to view.

E. Piping shall be installed without critical damage to the structural members. No notching, cutting, or drilling over 2-inch shall be done without permission.

3.2 PIPING INSTALLATION

A. Piping - Supply & Distribution

1. All water supply pipes and control valves shall be of sufficient size and capacity to supply water to all fixtures. All water supply pipes, riser pipes, and distributing pipes shall be graduated as to size and shall be interconnected in such manner that a full volume of water may be discharged into forty percent of the plumbing fixtures, of any building, when operated at any given time, without causing loss of more than ten pounds pressure at the plumbing fixtures, which are located on upper floor of such building for a length of time not less than sixty minutes.

2. Shutoff valves shall be provided to and at each lavatory, water closet, and kitchen sink.

3. Drainage

a. All connections to risers and fixtures shall be provided so that the entire system can be drained at low point.

3.3 FIXTURE INSTALLATION

A. Assemble fixtures, trim, fittings, and other components according to manufacturers' written instructions.

1. Kitchen Sink and Faucet

2. Lavatory and Faucet

3. Bathtub and Shower with Faucet and trim kit

4. Toilet and Seat

B. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.

C. Install counter-mounting fixtures in and attached to casework.

D. Install fixtures level and plumb according to manufacturers' written instructions and roughing-in drawings.

E. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.

1. Exception: Use ball, gate, or globe valve if stops are not specified with fixture.

F. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.

G. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

H. Install tanks for accessible, tank-type water closets with lever handle mounted on wide side of compartment.

I. Install toilet seats on water closets.

J. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

K. Install water-supply, flow-control fittings with specified flow rates in fixture supplies at stop valves.

L. Install faucet, flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

M. Install shower, flow-control fittings with specified maximum flow rates in shower arms.

N. Install traps on fixture outlets.

1. Exception: Omit trap on fixtures with integral traps.

O. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings.

P. Set bathtubs in leveling bed of cement grout.

Q. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

3.4 CONNECTIONS

A. Connect water supplies from water distribution piping to fixtures.

B. Connect drain piping from fixtures to drainage piping.

C. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping.

D. Supply and Waste Connections to Fixtures and Equipment Specified in Other Sections: Connect fixtures and equipment with water supplies, stops, risers, traps, and waste piping specified. Use size fittings required to match fixtures and equipment. Connect to plumbing piping.

3.5 REPAIRS

A. Sewer Line in Yard

1. Repair:

a. Expose sewer line leak as indicated above.

b. Make repairs as necessary.

c. Install new cleanout if one does not exist or repair existing to work.

d. Use: John Manville PVC, or equal.

e. All work, materials and dimensions shall be as per New York City Plumbing Code.

2. Install

a. Remove defective line as specified above.

b. Replace with all new materials

c. Use: John Manville PVC, or equal.

d. All work, materials and dimensions shall be as per New York City Plumbing Code.

B. Sewer Line under Structure

1. Repair:

a. Remove defective area through to fixture connection(s)

b. Replace with all new materials complete to fixture hook-up.

c. Use: John Manville PVC, or equal.

d. All work, materials and dimensions shall be as per New York City Plumbing Code.

C. Sewer Line Snake

1. Snake out waste lines as indicated in work write-up to ensure clear lines to street sewer.

D. Water Closet

1. Install:

a. Remove existing and replace with new unit complete with cutoff.

b. All work, materials and dimensions shall be as per New York City Plumbing Code.

E. Gas Lines

1. Install:

    a. Remove specified line and replace with new line

    b. Test lines for pressure.

    c. All work, materials and dimensions shall be as per New York City Plumbing Code. Inspection required on all gas line repair or replacement.

2. Repair

    a. Check all gas piping, replace improper connections, and cap unused lines, and install vent flue cover.

F. Trap and Drains

1. Repair

    a. Replace any defective parts at the locations.

    b. Seal openings around pipe at floors.

    c. All work, materials and dimensions shall be as per New York City Plumbing Code.

2. Install;

    a. Remove specified unit(s) and replace with new unit.

    b. All work, materials and dimensions shall be as per New York City Plumbing Code

G. Handicap Bath Accessories

1. Install;

    a. All bars shall be anchored securely to studs in appropriate locations.

    b. Dimension and sizes to conform to ADDAG.

H. Toilet

1. Install: Remove existing and replace with new unit complete with cutoff.

I. Bath Tub

1. Install

    a. Remove the existing tub.

    b. Box- in exposed plumbing.

    c. Repair exposed wall and floor surfaces.

    d. Install new fiberglass tub with tub kit.

e. Trim and install new hardware (head, mixer valve, faucet, waste, overflow, trap, and pipe).

f. Grout edges.

g. All work, materials and dimensions shall be as per New York City Plumbing Code.

J. Sink

1. Install

a. Remove existing sink and replace with new stainless steel double unit complete with vented drain trap, washer less faucets and cutoffs.

b. All work, materials and dimensions shall be as per New York City Plumbing Code.

K. Hose Bibs

1. Install: Provide two hose bib, one front and one at rear, frost-proof type with inside cut offs whenever possible and called for. To include back flow preventer on each bib.

L. Water lines

1. Repair

a. Repair Find leak in line and replace sections as needed

b. Use: John Manville PVC, or equal

c. All work, materials and dimensions shall be as per New York City Plumbing Code.

2. Install

a. Finds leaks under and inside structure and seal.

b. Replace defective cutoffs and valves.

c. Install new cutoffs at any location missing cutoff.

d. Use: Seamless copper tubing.

e. All work, materials and dimensions shall be as per New York City Plumbing Code.

3.6 INSTALLATION OF WATER SERVICE

A. Contractor is to install a new water service. Tap is to be made at closest point to residence or at location indicated in work write-up or drawings. PVC of diameter sufficient for the number of fixtures present in the residence is to be installed at a depth determined by the local government.

B. Contractor is to furnish all permits and pay all fees. All disturbed areas are to be restored to original condition. Installation is to be in accordance with Law.

C. Water Lines-Under Structure/Install

1. Remove the line(s) specified above (See, Water Lines-Under Structure/Repair)

2. Install new replacement lines complete to include all hardware and cutoffs.

3. Use: Use seamless copper tubing.

4. All work, materials and dimensions shall be as per New York City Plumbing Code.

5. All debris to be removed from job site and all disturbed earth shall be finished graded to provide smooth transition with adjacent areas. Lawn grass seen to be worked into soil by raking or watering.

6. All equipment and plumbing in unheated areas shall be fairly insulated and protected against freezing.

3.7 HEATING SYSTEMS INSTALLATION

A. Hot Water Distribution System

1. The hot water heating system shall be installed to permit drainage by gravity.

2. Supply and return piping in unheated attic spaces, ventilated crawl spaces, and other exposed locations shall be insulated to prevent excessive heat loss. Insulation may be omitted in crawl spaces where closeable vents are used.

3. Radiators, convectors, baseboard radiation, and other terminal heating devices located in bedrooms shall be provided with an accessible shut off valve or damper.

4. Accessible means shall be provided for balancing the distribution of heat to all heated spaces.

3.8 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of fixtures for temporary facilities unless approved in Engineer.

END OF SECTION 15410

# DIVISION 16 – ELECTRICAL

## SECTION 16100
## ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish materials, accessories, fittings, fixtures, and equipment; perform work required to place the electrical systems in a complete, proper and legal operating condition including:

1. Power Transmission.

2. Electrical Service.

3. Miscellaneous Devices and Switches.

4. Miscellaneous Electrical Fixtures.

5. Heater/Vents.

6. Electronic Safety and Security.

B. Related Divisions

1. Section 16600 Residential Appliances

2. Section 16511 Lighting

3. Section 09260 Gypsum Board

4. Section 09210 Gypsum Plaster

C. Electrical work and appliances, fixtures, panels and devices installed in this work shall be in strict conformance with the New York City Electrical Code. All fixtures, devices, panels, and appliances shall bear the Underwriters Label. All conductors shall be copper. The electrical contractor shall coordinate with the Utility Company to provide temporary poles for construction and for the timely hook-up of power to the building and arrange for the same. All breakers in the electrical panel shall be labeled (typewritten). Electrical services shall consist of a minimum 150 amp single phase 110/220 volts, 3 wire overhead service to a weather head and meter can. Service entry will be connected to a minimum 12 circuit 1 phase with a 150 amp MLO and 150 amp feed from line.

D. Coordination with Utilities: Make any necessary arrangement with the utility service company for service or work required on its equipment or system.

E. Abandoned Wiring

1. Disconnect and remove existing electrical equipment and exposed wiring not in use.

2. Dispose of equipment and wiring off-site.

F. Temporary Electric Service

1. The electrical contractor shall make provisions for a temporary service connection for light and power as may be required by the various trades.

G. Cutting and Patching

1. Do not cut structural framing members, piping, or duct work.

2. Restore cut or damaged surfaces to original finish to match surrounding surfaces.

1.2 REPAIR OF ELECTRICAL SERVICE

A. Remove all illegal, knob and tube, and cloth wiring, and replace as required by the New York City Electrical Code.

B. At room locations where water inundation was 3-foot , 0-inches or more, all electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaries, ballasts, motors and electric control, signaling and communication equipment that have been exposed to salt water shall be replaced in accordance with the provisions of the New York City Building Code.

C. At room locations where water inundation was less than 3-foot, 0-inches only those electrical components including but not limited to the wiring and wiring devices exposed to water shall be replaced in accordance with the provisions of the New York City Building Code.

D. Replace any and all knob and tube, and fabric-covered wire. Any aluminum wiring that has been flooded by salt water should be replaced.

E. At room locations where water inundation was 3-foot , 0-inches or more, all electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaries, ballasts, motors and electric control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the New York City Building Code.

F. At room locations where water inundation was less than 3-foot, 0-inches only those electrical components including but not limited to the wiring and wiring devices exposed to water shall be replaced in accordance with the provisions of the New York City Building Code.

G. Replace any and all knob and tube, and fabric-covered wire. Any aluminum wiring that has been flooded by salt water should be replaced.

H. Replace all receptacles and switches. Replace all cracked or damaged outlet cover plates and switch cover plates. Replace any dried and cracked wiring. Install circuit protection device(s) of proper size. GFCI receptacles shall be installed in all wet areas (i.e. kitchen, baths, wash rooms, garages, outside outlets).

I. Check and seal service mast through a roof or exterior wall. Inspect mast and weather-head and replace where damage has occurred or to meet the requirements of State and amended local government Ordinances.

J. Replace all push button switches with toggle type.

K. Floor receptacle boxes listed specifically for this application shall be used for receptacles located in the floor. Install screw in brass outlet covers on all floor receptacle boxes.

L. Rewire of electrical service.

1. Furnish and install all wiring, cable, phone, devices, panel box, and mast and weather head as required by the New York City Electrical Code. This is to include materials, accessories, housings, and equipment to perform work required to replace the complete electrical system. Electrical service shall be a minimum of 150 amp service. Homes with all electric appliances (i.e furnace, heat pump, stove or cook top) shall be a minimum 200 amp service installed by a licensed electrician.
2. Remove all deficient wiring and panel box and replace as required by the New York City Electrical Code.

1.3 QUALITY ASSURANCE

A. The Contractor shall obtain all inspections required by the New York City Building Code and the New York City Electrical Code. He shall obtain certificates of such inspections and shall submit same to the Project Manager, pursuant to Article 41 of the Contract, before final payment is made and shall pay all fees, charges, and other expenses in connection therewith.

1.4 WARRANTY

A. Special Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace fixtures or components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 PANELS

A. Panel boxes shall be UL equivalent listed and installed pursuant the New York City Electrical Code.

B. Furnish and install where indicated a deadfront panelboard incorporating switching and protective devices of the number, rating, and type noted herein or shown on the drawings. Panelboards shall have NEMA 1 general purpose enclosures and shall be surface or recess mounted as noted. All panelboards shall be rated for the intended voltage and shall be in accordance with the Underwriter's Laboratories, Inc., "Standard for Panelboards," and "Standard for Cabinets and Boxes," shall be so labeled where procedures exist. Panelboards shall also comply with NEMA Standard for Panelboards, New York City Electrical Code (Power Distribution Panels) where applicable.

2.2 ELECTRONIC SAFETY AND SECURITY

A. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product:

B. Carbon Monoxide Detector: Basis of Design:

1. Kidde 21006407, Hardwire Digital Carbon Monoxide Alarm with DC back-up.

C. Combination Carbon Monoxide and Smoke Detector: Basis of Design:

1. Kidde KN COSM-B, Hardwire Smoke and Carbon Monoxide Alarm with DC backup.

D. Smoke Detector: Basis of Design:

1. Kidde 12040 Wire in Smoke Alarm with Battery Back-up and Smart Hush

## 2.3 WIRE MATERIAL

A. Wire and Cable shall be in accordance with the latest edition of NEC or the New York City Building Code. 600 volt conductors.

B. All conductors shall be delivered to the site in their original packages, plainly marked as follows: Underwriter's Label: Size, type, and insulation of the wire every four feet of length: Name of the manufacturing company and the trade name of the wire.

C. All branch circuit wiring may be 2/C and 3/C Romex with common ground.

D. Conductors smaller than #8 shall be copper; #6 and larger shall be aluminum stranded; #8 may be either solid or stranded.

E. Wire sizes shall be American Wire Gauge (AWG). Minimum copper wire sizes shall be #14 unless noted or specified otherwise.

## 2.4 DEVICES

A. Outlets and Junction Boxes

1. Switch and receptacle outlet boxes and junction boxes shall be galvanized, or sherardized, or plastic, one piece pressed steel, Knock--out-type, UL or equivalent lab approved. The size of each box shall be determined by the number or wires or conduits, or size of conduits entering the box in accordance with NEC.

B. One Piece Device Plates shall be provided for all outlets.

1. Plates on unfinished walls or on fittings shall be of zinc-coated sheet metal having rounded or beveled edges.

2. Plates on finished walls shall be provided with beveled edges, and baked ivory enamel finish. Screws shall be of metal with oval heads, colored to match finish of plate.

3. Section type device plates will not be permitted.

4. Plates within reach of bathtub shall be non-conducting type including screws.

5. Plates for weatherproof duplex receptacles shall be cast aluminum.

C. Switches

1. Toggle switches white handle, totally enclosed switches, rated 125V, 15 amps.

D. Receptacles

1. 15 ampere, 125 volt, duplex, NEMA, 2-pole, 3-wire, grounding type. White, Tamper Resistant.

2. 20 ampere, 125 volt, duplex, NEMA, 2-pole, 3-wire, grounding type. White, Tamper Resistant.

3. Telephone Company Receptacles 15 amperes, 125 volt, duplex, 2-pole, 3-wire, grounding type, locking device.

4. Washer Receptacle 20 ampere, 125 volt, single, 2-pole, 3-wire, grounding type, White, Tamper resistant.

5. Dryer receptacle - 40 ampere, 125/250 volt, 3-pole, 3-wire, single. White, Tamper resistant.

2.5 EXHAUST FAN

A. Bathroom Ceiling Exhaust Fan: Nutone #QTXEN080 or approved equal.

B. Bathroom Ceiling Heater Fan Exhaust: Broan Model #149 or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION OF PANEL

A. 150 Amp Panel

1. Install a new 150 Amp 110/220 Volt single phase electrical service complete with circuit breaker panel box and circuit breakers. Replace service entry cable caulk entry to Dwelling. Replace all cracked or dried circuit wires. Panel box to have main 150 Amp breaker.

3.2 INSTALLATION OF WIRE AND CONDUCTORS

A. Conductors

1. Comply with the manufacturer's printed instruction except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.

a. Before installation, units shall be coordinated with all associated trades.

2. Installation of Conductors:

a. Conductors shall be continuous between outlets or junction boxes and no splices shall be made except in outlet boxes, panelboard gutters, or handholes.

b. Aluminum conductors are not allowed.

c. Oil or grease shall not be used when pulling conductors. Appropriate cable lubricants only.

d. Arrange conductors neatly in panels, cabinets, and equipment.

e. Tighten pressure type lugs on panels and equipment, and then retighten 24 hours or more later.

f. Homeruns longer than 75-feet from the panel shall be not less than No. 10 AWG, copper.

B. Wire Mold

1. Exposed raceway devices or equal will be permitted when concealed wiring is not practical as specified by Agency. Raceways shall be of sufficient size to contain wiring required for circuiting. All devices shall be securely attached in a neat level manner. All boxes shall be al least 3-inch off floor. No floor boxes will be permitted. Do not conceal wire-mold.

3.3 INSTALLATION OUTLETS

A. Duplex Convenience Outlets

1. Install new Duplex convenience outlets as indicated. Conceal all wiring in walls, ceiling, or floor.

B. Additional Outlets as Required by the New York City Electrical Code

1. Install 15 amp or 20 amp copper circuit in room with duplex ivory outlets to bring room to electrical code, 18-inch off floor. All work to be fished in existing walls, plaster patch by this Contractor.

C. Ground Fault Outlets

1. All new bathroom, kitchen, and exterior outlets are to have a ground fault interrupter on separate 15-amp circuit to code.

D. Weatherproof Outlets

1. Weatherproof Outlets shall consist of a duplex 15 ampere, 125 volt, 2-pole, 3-wire grounded fault interrupt type receptacle in a cast metal box with a gasketed, weatherproof, nonferrous metal cover plate with cap. The third pole shall be grounded to raceway system or separate ground conductor. Cap shall be permanently attached to cover plate by a short length of bead chain or shall be provided with spring-hinge.

3.4 INSTALLATION OF DEDICATED CIRCUITS

A. Refrigerator Outlet

1. Provide 20 amp refrigerator outlet with cover and box to be connected to individual circuit.

B. Range Outlet

1. Convenience outlet for Gas Range.

2. Provide 40 Amp/240 Volt Circuit with outlet.

C. Washer Outlet

1. Provide 20 Amp clothes washer outlet with cover and box, to be connected to individual circuit.

D. Dryer Outlet

1. Provide 40 Amp/220 Volt Dryer Circuit with outlet, cover, and box.

E. Room AC Outlet/Circuit

1. Wiring for window or wall mounted air conditioners. Interior wiring for 110 volt A.C. units is to be 12/2 Romex with bond using a 20 Amp single pole breaker. Interior wiring for 220 volt A.C. unit is to be 10/3 Romex with bond using a 30 Amp double pole breaker. Use only one A.C. unit for each circuit. Circuit to include box, outlet and cover plate to be brown or ivory per Homeowner request.

F. Water Heater Circuit

1. Provide labor and material for 30 Amp/230 Volt Circuit connection to the electric hot water heater.

3.5 INSTALLATION OF SAFETY AND SECURITY DEVICES

A. Wire in Smoke Alarm

1. Provide and install smoke detector; 120 Volt permanently connected to electric supply contractor to provide electric junction box where detector is to be installed.

B. Carbon Monoxide Detector: Basis of Design

1. Provide and install carbon monoxide detector; 120 Volt permanently connected to electric supply contractor to provide electric junction box where detector is to be installed. Battery back-up is required.

C. Combination Carbon Monoxide and Smoke Detector: Basis of Design:

1. Provide and install combination carbon monoxide and smoke detector; 120 Volt permanently connected to electric supply contractor to provide electric junction box where detector is to be installed. Battery back-up is required.

3.6 INSTALLATION OF ATTIC FANS

A. Gable End Attic Fan

1. Contractor shall furnish and install all necessary equipment for the installation of a gable mounted attic ventilator. The ventilator fan shall contain an adjustable thermostat and self-lubricating bearings. The size fan should be calculated as follows:

   a. For roofs with pitch of 8/12 or less required CFM can be calculated by multiplying square feet of attic floor area by 0.7.

   b. For dark colored roofs, add 15% to calculated CFM.

2. All ventilation fans shall be contained on a separate 15 amp circuit with an on/off override switch conveniently located in living space.

B. Roof Mounted Attic Fan

1. Contractor shall furnish and install all necessary equipment for the installation of a roof mounted power attic ventilator, the fan shall be located on the rear center area of the roof and shall be self-lubricating with an adjustable thermostat. The size fan should be calculated as follows:

   a. For roofs with pitch of 8/12 or less required CFM can be calculated by multiplying square feet of attic floor area by 0.7.

   b. For dark colored roofs, add 16% to calculated CFM.

2. All ventilation fans shall be contained on a separate 15 Amp circuit with a non/off override switch conveniently located in living space.

3.7 INSTALLATION OF BATHROOM EXHAUST FANS

A. Install Nutone ceiling exhaust fan with ventilator assembly kit ducted through roof or through wall or approved equal. Include new switch to code. Patch disturbed areas to match existing.

B. Bathroom Ceiling Heater Fan Exhaust: Install 1430 watt combination heater/fan in bathroom ceiling with switch on bathroom wall; Broan Model #149. Vent exhaust fan to outside. Patch disturbed areas to match existing.

3.8 REPAIR OF ELECTRICAL SERVICE

A. Remove all illegal wiring and replace as required by code.

B. Make operable or replace all faulty, cracked, or damaged convenience outlets switches, and cover plates. Replace any dried and cracked wiring. Install circuit protection device of proper size.

C. Check and seal service riser through roof or exterior wall. Inspect weather cap and replace if cracked.

D. Replace all push button switches with toggle type. Install screw in brass covers on all floor convenience outlet boxes.

3.9 REPAIR OF LOW VOLTAGE WIRING

A. Install or Replace Door Bell

1. Install or replace all door bell buttons, chimes, low voltage wire and low voltage transformers as required to have working system.

B. Install or Replace Thermostat and switching devices

1. Install or replace any low voltage wiring, thermostats and switching devices required to have a working system.

3.10 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, power connections, and other conditions affecting installation and performance of residential appliances.

3.11 INSTALLATION, GENERAL

A. General: Comply with manufacturer's written instructions.

B. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.

C. Utilities: Comply with plumbing and electrical requirements.

END OF SECTION 16100

**SECTION 16511**
**LIGHTING**

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish materials, accessories, fittings, fixtures, and equipment necessary to perform work required to install or replace electrical fixtures in a complete, proper and legal operating condition as designated in the work write-up including:

1. Interior lighting fixtures, and lamping;

2. Exterior lighting fixtures attached to home.

B. The Contractor shall obtain all inspections required by the New York City Building Code and New York City Electrical Code. He shall obtain certificates of such inspections and shall submit same to Project Manager, pursuant to Article 41 of the Contract, before final payment is made and shall pay all fees, charges, and other expenses in connection therewith.

C. All work shall be done in conformance with accepted standards and practices and shall be in conformance with the New York City Electrical Code.

D. Interior Lighting - Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); ***OR*** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; ***OR*** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

E. Exterior Lighting - Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; ***OR*** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; ***OR*** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

F. Incandescent lamps shall be inside frosted except for decorative type lighting, where lamps shall match existing.

G. Fluorescent lamps shall be cool white.

H. Exterior exposed lamps shall be PAR type.

I. Size of lamps: incandescent lamps shall not exceed fixture rating.

1.2 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

1.3 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.5 WARRANTY

A. Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, product(s) indicated.

B. Basis of design manufacturer is Sea Gull Lighting and for ceiling fan units, Concord. Any "or equal" must be approved by Program:

1. Kitchen Ceiling — Sea Gull Lighting 79150BLE-962 OR Sea Gull Lighting 59055BLE-15
2. Kitchen Over Sink — Sea Gull Lighting 11082LE w/ trim Ring 1162A-14
3. Bedroom — Hunter Auberville 44" Ceiling Fan 52039
4. Hallway Ceilings — Sea Gull Lighting 79434BLE-15
5. Dining Room — Sea Gull Lighting 77316BLE-965 OR Sea Gull Lighting 65316BLE-965
6. Living Room — Hunter Auberville 44" Ceiling Fan 52039
7. Basement — Sea Gull Lighting 5997BLE-15
8. Bedroom/Hall-Wall Mount — Sea Gull Lighting 49036BLE-99
9. Porch Wall Mount — Sea Gull Lighting 89049BLE-12
10. Porch Ceiling Mounted — Sea Gull Lighting 8924PBLE-12
11. Bathroom Ceiling — Sea Gull Lighting 79435BLE-15
12. Bathroom over Mirror — Sea Gull Lighting 49435BLE-962
13. Bathroom side of Mirror. — Sea Gull Lighting 49035BLE-962
14. Utility Room Keyless or Pullchain Porcelain — Sea Gull Lighting 5997BLE-15
15. Under Stairs and Closets — Sea Gull Lighting FS-5990BLE15

16. Recessed Down lights Sea Gull Lighting 11082LE w/ trim Ring 1162A-14

2.2 LIGHTING FIXTURE SUPPORT COMPONENTS

A. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68-mm).

B. Wires for Humid Spaces: ASTM A580/A580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68-mm).

C. Rod Hangers: 3/16-inches (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

D. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures:

1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.

B. NFPA 70 requires minimum support for fixtures.

C. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48-inches (1200-mm), brace to limit swinging.

2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

4. Do not use grid as support for pendant luminaires. Connect support wires or rods to Dwelling structure.

D. Furnish and install lamps for all lights at completion of work. Size of lamps shall not exceed fixture rating.

3.2 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 16100.

END OF SECTION 16511

**SECTION 16600**
**RESIDENTIAL APPLIANCES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Job Order 1 Specification Sections, apply to this Section.

B. Install ENERGY STAR-labeled dishwashers, and refrigerators.

1.2 SUMMARY

A. Furnish materials, accessories, fittings, fixtures, and equipment; perform work required to place the appliances in a complete, proper and legal operating condition.

B. Repair, renovations, alterations, reconstructions of existing electrical shall comply with the New York City Building Code.

C. Wherever possible appliances are to be Energy Star Qualified.

D. This section includes appliances:

1. Cooking appliances.

2. Kitchen exhaust ventilation.

3. Refrigeration appliances.

4. Cleaning appliances.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer for installation and maintenance of units required for this Project.

B. Source Limitations: Obtain residential appliances from single source.

C. Regulatory Requirements: Comply with the following:

1. NFPA: Provide electrical appliances listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. ANSI: Provide gas-burning appliances that comply with ANSI Z21 Series standards.

1.4 WARRANTY

A. Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 RANGES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product comparable to the following or approved equal:

B. Electric Range Freestanding range with one oven and complying with AHAM ER-1. Basis-of-Design Product:

1. GE JBS55DMWW (White, Black or Stainless as selected through program)
2. ADA Compliant GE JBS15MWW (White or Black)

C. Gas Range Freestanding range with one oven. Basis-of-Design Product:

1. GE JGBS18DETWW (White, Black or Silver)
2. ADA Compliant – GE JGBS07DETWW

2.2 KITCHEN EXHAUST VENTILATION

A. Basis-of-Design Product: Subject to compliance with requirements, provide product comparable product to the following:

B. Overhead Exhaust Hood: Basis-of-Design Product:

1. GE J.V.338H; Color to match range unit. White add suffix WW. Black add suffix BB.

a. Type: Wall-mounted exhaust-hood system.

b. Width: 30-inches (762-mm).

c. Exhaust Fan: Two-speed fan built into hood.

d. Venting: Vented to outside through roof with weatherproof roof cap, backdraft damper, and rodent-proof screening or Vented to outside through wall with weatherproof wall cap, backdraft damper, and rodent-proof screening.

e. Where venting is not possible provide a Non-vented, re-circulating type with charcoal filter.

f. Color: Color to match range unit.

C. Microwave/Exhaust Over-The Range

1. GE JVM1440DPCC Spacemaker 1.7 Cu. Ft Over-The Range Microwave.

a. Venting: Vented to outside through roof with weatherproof roof cap, backdraft damper, and rodent-proof screening or Vented to outside through wall with weatherproof wall cap, backdraft damper, and rodent-proof screening.
b. Color: Color to match range unit.

2.3 REFRIGERATOR/FREEZERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable product approved by Program:

B. Refrigerator/Freezer: Basis-of-Design Product:

1. GE GTK18IBDBS (White, Black or Clean Steel)

a. Type: Freestanding, ADA Compliant, Two-door refrigerator/freezer; 14-18 c.f., with freezer on top.

b. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.

2. GE GBSC0HBXWW (White, Black or Clean Steel)
a. Type: Freestanding, Two-door refrigerator/freezer; 20.3 c.f., with freezer on bottom.

2.4 DISHWASHERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable product approved by Program:

B. Dishwasher: Complying with AHAM DW-1 and ASSE 1006. Basis-of-Design Product:

1. Base: GE GDF510PGDWW (White, Black or Clean Steel) and dedicated circuit

a. Type: Built-in under counter

b. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.

2. ADA Compliant: BE GLDA690PWW Tall Tub Built-In Dishwasher

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, power connections, and other conditions affecting installation and performance of residential appliances.

3.2 INSTALLATION, GENERAL

A. General: Comply with manufacturer's written instructions.

B. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.

C. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.

D. Range Anti-Tip Device: Install at each range according to manufacturer's written instructions.

E. Utilities: Comply with plumbing and electrical requirements.

END OF SECTION 16600

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| Spec Number | Action | Spec Title | Description | Bid Qty | Bid Unit of Measure | Bid Unit Price |
|---|---|---|---|---|---|---|
| 00000 | | Reinspection | Reimbursement for Failed Inspection | 1 | EA | $ 250.00 |
| 00000 | | Missed Appointment | Missed Appointment Fee | 1 | EA | $ 500.00 |
| 00000 | | Temporary Relocation | Home Owner Relocation - Lodging - January through March (maximum reimbursement) | 1 | DAY | $ 237.59 |
| 00000 | | Temporary Relocation | Home Owner Relocation - Lodging - April through June (maximum reimbursement) | 1 | Day | $ 280.05 |
| 00000 | | Temporary Relocation | Home Owner Relocation - Lodging - July through August (maximum reimbursement) | 1 | Day | $ 251.36 |
| 00000 | | Temporary Relocation | Home Owner Relocation - Lodging - September through December (maximum reimbursement) | 1 | DAY | $ 342.01 |
| 00000 | | Temporary Relocation | Pet Boarding Allowance | 1 | Day | $ 50.00 |
| 00000 | | Temporary Storage | Job-site cargo container - pick up/del. (each way) 16'-40' | 1 | EA | $ 112.00 |
| 00000 | | Temporary Storage | Job-site cargo/storage container - 16' long - per month | 1 | MO | $ 80.45 |
| 00000 | | Temporary Storage | Job-site cargo/storage container - 20' long - per month | 1 | MO | $ 89.20 |
| 00000 | | Temporary Storage | Job-site cargo/storage container - 40' long - per month | 1 | MO | $ 121.00 |
| 00000 | | Temporary Storage | Job-site moving container - pick up/del. (ea. way) 16'-20' | 1 | EA | $ 75.00 |
| 00000 | | Temporary Storage | Job-site moving/storage container - 16' long - per month | 1 | MO | $ 159.00 |
| 00000 | | Temporary Storage | Job-site moving/storage container - 20' long - per month | 1 | MO | $ 185.00 |
| 00000 | | Temporary Storage | Job-site moving container - pick up/del. (ea. way) 16'-20' | 1 | EA | $ 75.00 |
| 00000 | | Temporary Storage | Off-site storage & insurance - per month | 1 | SF | $ 1.34 |
| 00000 | | Temporary Storage | Off-site storage & insur. - climate controlled - per month | 1 | SF | $ 1.62 |
| 00000 | | Temporary Storage | Labor for cargo loading and unloading | 1 | HR | $ 42.97 |
| 02220 | Remove | Mold Assessment & Remediation | Mold Remediation | 1 | DU | $ 7,800.00 |
| 02221 | Remove | Demolition | Abate LBP from Baseboards | 1 | LF | $ 2.00 |
| 02221 | Remove | Demolition | Removal of LBP Baseboards | 1 | LF | $ 2.00 |
| 02221 | Remove | Demolition | LBP Dust Hazard Mitigation | 1 | SF | $ 3.00 |
| 02221 | Remove | Demolition | General Basement Cleaning | 1 | SF | $ 3.25 |
| 02221 | Remove | Demolition | Removal of LBP Painted Sheetrock | 1 | SF | $ 3.25 |
| 02221 | Remove | Demolition | Removal of LBP Siding & Trim | 1 | SF | $ 3.25 |
| 02221 | Remove | Demolition | Removal of LBP Ceramic Tile | 1 | SF | $ 3.75 |
| 02221 | Replace | Demolition | Backfill foundations | 1 | CY | $ 4.17 |

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|---|---|---|---|---|---|---|
| 02221 | Remove | Demolition | Demolish/remove home (1001 sf - 2000 sf) | 1 | EA | $ 4.91 |
| 02221 | Remove | Demolition | Removal of LBP Exterior Siding | 1 | SF | $ 5.50 |
| 02221 | Remove | Demolition | Removal of LBP Porch Ceiling | 1 | SF | $ 6.00 |
| 02221 | Remove | Demolition | Abate LBP from Exterior Siding and Trim | 1 | SF | $ 7.50 |
| 02221 | Remove | Demolition | Abate LBP from Porch Ceiling | 1 | SF | $ 7.50 |
| 02221 | Replace | Demolition | Building foundation excavation | 1 | CY | $ 8.41 |
| 02221 | Remove | Demolition | Removal of LBP Fasica & Soffit materials | 1 | LF | $ 35.00 |
| 02221 | Remove | Demolition | Removal of LBP Painted Cabinets | 1 | LF | $ 45.00 |
| 02221 | Remove | Demolition | Removal of LBP Interior Door & Frame | 1 | EA | $ 150.00 |
| 02221 | Remove | Demolition | Removal of LBP Windows & Trim | 1 | EA | $ 150.00 |
| 02221 | Remove | Demolition | Removal of LBP Painted Exterior Trim | 1 | EA | $ 175.00 |
| 02221 | Remove | Demolition | Removal of LBP Exterior Doors & Frames | 1 | EA | $ 200.00 |
| 02221 | Remove | Demolition | Abate LBP from Exterior Door | 1 | EA | $ 250.00 |
| 02221 | Remove | Demolition | Abate LBP from Wood Windows | 1 | EA | $ 250.00 |
| 02221 | Remove | Demolition | Removal of LBP Garage Door | 1 | EA | $ 250.00 |
| 02221 | Remove | Demolition | Removal of LBP Painted Porch Components | 1 | EA | $ 650.00 |
| 03025 | Replace | Concrete | Foundation Repair-Rotten wood repair | 1 | SF | $ 7.50 |
| 03025 | Replace | Concrete | Foundation Repair-Leveling foundation | 1 | SF | $ 10.00 |
| 03025 | Replace | Concrete | Foundation Repair- Masonry repair | 1 | SF | $ 15.00 |
| 03205 | Remove & Replace | Concrete | Concrete sidewalk - finished in place | 1 | SF | $ 9.56 |
| 03205 | Replace | Concrete | Concrete patch / small repair | 1 | CY | $ 104.25 |
| 03205 | Replace | Concrete | Miscellaneous / small patch - concrete | 1 | CY | $ 250.00 |
| 03205 | Replace | Concrete | Epoxy injection - concrete repair | 1 | EA | $ 490.95 |
| 03205 | Remove & Replace | Concrete | Concrete slab on grade - finished in place | 1 | CY | $ 616.58 |
| 03205 | Remove & Replace | Concrete | Concrete grade beam | 1 | CY | $ 757.75 |
| 03205 | Remove & Replace | Concrete | Precast steps - concrete - 3 to 4 risers - 5' wide | 1 | EA | $ 1,097.33 |
| 03205 | Remove & Replace | Concrete | Precast steps - concrete - 5 to 6 risers - 5' wide | 1 | EA | $ 1,292.67 |
| 03119 | Remove & Replace | Insulating Concrete Forms | Insulated concrete form wall - 8" solid concrete core | 1 | SF | $ 28.19 |
| 04501 | Replace | Masonry Restoration And Cleaning | Re-point masonry - block | 1 | SF | $ 2.30 |
| 04501 | Replace | Masonry Restoration And Cleaning | Re-point masonry | 1 | SF | $ 3.90 |

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|---|---|---|---|---|---|---|
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 4" x 8" x 16" - in place | 1 | SF | $ 8.80 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 6" x 8" x 16" - in place | 1 | SF | $ 9.02 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 8" x 8" x 16" - in place | 1 | SF | $ 9.64 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 6" x 8" x 16" - in place - reinforced | 1 | SF | $ 11.13 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 10" x 8" x 16" - in place | 1 | SF | $ 11.64 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 8" x 8" x 16" - in place - reinforced | 1 | SF | $ 12.00 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 12" x 8" x 16" - in place | 1 | SF | $ 12.43 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 10" x 8" x 16" - in place - reinforced | 1 | SF | $ 14.55 |
| 04501 | Remove & Replace | Masonry Restoration And Cleaning | Block - 12" x 8" x 16" - in place - reinforced | 1 | SF | $ 15.58 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - floor or ceiling - 2x4 - w/blocking | 1 | LF | $ 1.87 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" - 24" oc | 1 | SF | $ 2.09 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" - 16" oc | 1 | SF | $ 2.43 |
| 06100 | Remove & Replace | Rough Carpentry | Underlayment - 1/2" BC plywood | 1 | SF | $ 2.53 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - floor or ceiling - 2x6 - w/blocking | 1 | LF | $ 2.63 |
| 06100 | Remove & Replace | Rough Carpentry | Sheathing - plywood - 1/2" CDX | 1 | SF | $ 2.68 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - 2x6 floor or ceiling system | 1 | SF | $ 2.78 |
| 06100 | Remove & Replace | Rough Carpentry | Sheathing - plywood - 5/8" CDX | 1 | SF | $ 2.78 |
| 06100 | Remove & Replace | Rough Carpentry | Top plate - 2" x 4" | 1 | SF | $ 2.82 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" - 24" oc | 1 | SF | $ 2.90 |
| 06100 | Replace | Rough Carpentry | Regrout tile floor | 1 | SF | $ 3.02 |
| 06100 | Remove & Replace | Rough Carpentry | Top plate - 2" x 6" | 1 | SF | $ 3.08 |
| 06100 | Remove & Replace | Rough Carpentry | Sub-Floor 3/4" plywood | 1 | SF | $ 3.15 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" - 8" oc | 1 | SF | $ 3.30 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 8" - 24" oc | 1 | SF | $ 3.44 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" - 16" oc | 1 | SF | $ 3.47 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - floor or ceiling - 2x8 - w/blocking | 1 | LF | $ 3.67 |
| 06100 | Remove & Replace | Rough Carpentry | Rafters - 2x6 stick frame roof | 1 | SF | $ 3.71 |

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|---|---|---|---|---|---|---|
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" - 12" oc | 1 | SF | $ 3.78 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - 2x8 floor or ceiling system | 1 | SF | $ 3.89 |
| 06100 | Replace | Rough Carpentry | Transition strip | 1 | LF | $ 4.11 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 8" - 16" oc | 1 | SF | $ 4.41 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - 2x10 floor or ceiling system | 1 | SF | $ 4.54 |
| 06100 | Remove & Replace | Rough Carpentry | Rafters - 2x8 stick frame roof | 1 | SF | $ 4.68 |
| 06100 | Remove & Replace | Rough Carpentry | Joist - 2x12 floor or ceiling system | 1 | SF | $ 5.28 |
| 06100 | Remove & Replace | Rough Carpentry | Rafters - 2x10 stick frame roof | 1 | SF | $ 5.34 |
| 06100 | Remove & Replace | Rough Carpentry | Bottom plate - 2" x 4" | 1 | LF | $ 5.42 |
| 06100 | Remove & Replace | Rough Carpentry | Rafters - 2x12 stick frame roof | 1 | SF | $ 5.88 |
| 06100 | Remove & Replace | Rough Carpentry | Bottom plate - 2" x 6" | 1 | LF | $ 6.01 |
| 06100 | Remove & Replace | Rough Carpentry | Header - double 2" x 6" | 1 | LF | $ 12.47 |
| 06100 | Remove & Replace | Rough Carpentry | Header - double 2" x 8" | 1 | LF | $ 14.82 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 3" x 8' - 16" oc | 1 | SF | $ 15.61 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" x 8' - 24" oc | 1 | SF | $ 15.99 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" x 8' - 16" oc | 1 | SF | $ 18.39 |
| 06100 | Remove & Replace | Rough Carpentry | Header - double 2" x 12" | 1 | LF | $ 19.93 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 4" x 8' - 12" oc | 1 | SF | $ 20.70 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" x 8' - 24" oc | 1 | SF | $ 23.58 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" x 8' - 16" oc | 1 | SF | $ 27.30 |
| 06100 | Remove & Replace | Rough Carpentry | Stud wall - 2" x 6" x 8' - 12" oc | 1 | SF | $ 30.88 |
| 06100 | Replace | Rough Carpentry | Roof framing Shoring and bracing | 1 | SF | $ 50.00 |
| 06100 | Replace | Rough Carpentry | Wheel Chair Ramp | 1 | LF | $ 100.00 |
| 06100 | Replace | Rough Carpentry | Framing repair - Rotten or damamged wood | 1 | EA | $ 350.00 |
| 06100 | Replace | Rough Carpentry | Framing repair - Shoring wall | 1 | EA | $ 350.00 |
| 06200 | Replace | Finish Carpentry | Build staircase and handrail to conform to local building codes | 1 | EA | $ 1,500.00 |
| 06200 | Replace | Finish Carpentry | Modify staircase and handrail to conform to local building codes | 1 | EA | $ 1,500.00 |
| 06200 | Remove | Finish Carpentry | Paneling | 1 | SF | $ 0.37 |
| 06200 | Remove | Finish Carpentry | Fascia - 1" x 4" - #2 pine | 1 | LF | $ 0.42 |
| 06200 | Remove & Replace | Finish Carpentry | Casing - 2 1/4" hardwood | 1 | LF | $ 1.99 |
| 06200 | Replace | Finish Carpentry | Baseboard - 2 1/4" | 1 | LF | $ 2.32 |

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|---|---|---|---|---|---|---|
| 06200 | Remove & Replace | Finish Carpentry | Casing - 2 1/4" | 1 | LF | $ 2.62 |
| 06200 | Remove & Replace | Finish Carpentry | Baseboard - 2 1/4" | 1 | LF | $ 2.85 |
| 06200 | Replace | Finish Carpentry | Baseboard - 3 1/4" | 1 | LF | $ 2.93 |
| 06200 | Remove & Replace | Finish Carpentry | Baseboard - 3 1/4" | 1 | LF | $ 3.50 |
| 06200 | Remove & Replace | Finish Carpentry | Window sill | 1 | LF | $ 3.59 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - metal - 4" | 1 | LF | $ 3.74 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - metal - 6" | 1 | LF | $ 4.16 |
| 06200 | Remove & Replace | Finish Carpentry | Soffit - vinyl | 1 | SF | $ 4.30 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - vinyl coated aluminum - 4" to 6" | 1 | LF | $ 4.37 |
| 06200 | Remove & Replace | Finish Carpentry | Soffit - metal | 1 | SF | $ 4.38 |
| 06200 | Replace | Finish Carpentry | Fascia - fiber cement - 4" | 1 | LF | $ 4.82 |
| 06200 | Remove & Replace | Finish Carpentry | Soffit - wood | 1 | SF | $ 4.96 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - 1" x 6" - #2 pine | 1 | LF | $ 5.00 |
| 06200 | Remove & Replace | Finish Carpentry | Soffit - fiber cement panel | 1 | SF | $ 5.19 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - fiber cement - 4" | 1 | LF | $ 5.24 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - fiber cement - 6" | 1 | LF | $ 6.31 |
| 06200 | Remove & Replace | Finish Carpentry | Fascia - 1" x 6" PVC | 1 | LF | $ 6.98 |
| 06200 | Remove & Replace | Finish Carpentry | Jamb and trim for overhead door unit | 1 | LF | $ 8.40 |
| 06200 | Remove & Replace | Finish Carpentry | Handrail - round / oval - softwood - wall mounted | 1 | LF | $ 10.36 |
| 06200 | Remove & Replace | Finish Carpentry | Handrail - round / oval - hardwood - wall mounted | 1 | LF | $ 12.36 |
| 06200 | Remove & Replace | Finish Carpentry | Stair riser - up to 4' | 1 | EA | $ 17.20 |
| 06200 | Replace | Finish Carpentry | Handrail - Aluminum/ Steel - Wall mounted | 1 | LF | $ 38.18 |
| 06200 | Remove & Replace | Finish Carpentry | Window seat - hardwood | 1 | LF | $ 41.16 |
| 06200 | Remove & Replace | Finish Carpentry | Door threshold | 1 | EA | $ 53.18 |
| 06200 | Remove & Replace | Finish Carpentry | Wood column - 10" diameter | 1 | LF | $ 62.07 |
| 06200 | Remove & Replace | Finish Carpentry | Wood column - 12" diameter | 1 | LF | $ 66.03 |
| 06200 | Remove & Replace | Finish Carpentry | Stairway - stringers, treads & risers (per tread) | 1 | EA | $ 68.94 |
| 06200 | Remove & Replace | Finish Carpentry | Stairway - treated stringers and treads (per tread) | 1 | EA | $ 69.57 |
| 06200 | Replace | Finish Carpentry | Handrail - Aluminum/ Steel - Floor mounted | 1 | LF | $ 81.19 |
| 06200 | Remove & Replace | Finish Carpentry | Balustrade | 1 | LF | $ 120.42 |
| 06200 | Replace | Finish Carpentry | Attic Access door and ladder | 1 | EA | $ 650.00 |

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|---|---|---|---|---|---|---|
| 06200 | Replace | Finish Carpentry | Stairway repair - Modify to conform to local code | 1 | EA | $ 1,500.00 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Backsplash - plastic laminate | 1 | SF | $ 8.75 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Cabinet door | 1 | SF | $ 20.93 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Cabinet drawer front | 1 | SF | $ 22.29 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Window sill - solid surface | 1 | LF | $ 23.60 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Cabinet refacing | 1 | SF | $ 28.87 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Countertop - flat laid plastic laminate | 1 | LF | $ 43.77 |
| 06400 | Replace | Interior Architectural Woodwork | Vanity | 1 | LF | $ 133.89 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Vanity | 1 | LF | $ 143.24 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Cabinetry - upper (wall) units | 1 | LF | $ 146.38 |
| 06400 | Remove & Replace | Interior Architectural Woodwork | Cabinetry - lower (base) units | 1 | LF | $ 179.38 |
| 06400 | Replace | Interior Architectural Woodwork | Cabinetry repair | 1 | EA | $ 204.89 |
| 07140 | Remove & Replace | Fluid Applied Waterproofing | Moisture protection for crawl space - visqueen - 6 mil | 1 | SF | $ 0.34 |
| 07140 | Replace | Fluid Applied Waterproofing | Moisture protection - vapor barrier seam tape | 1 | SF | $ 0.50 |
| 07140 | Remove & Replace | Fluid Applied Waterproofing | Moisture protection for crawl space - visqueen - 10 mil | 1 | SF | $ 0.95 |
| 07140 | Replace | Fluid Applied Waterproofing | Seal grout on tile wall | 1 | SF | $ 1.11 |
| 07140 | Replace | Fluid Applied Waterproofing | Caulking - silicone | 1 | LF | $ 3.19 |
| 07140 | Replace | Fluid Applied Waterproofing | Waterproofing - sheet membrane | 1 | SF | $ 3.40 |
| 07140 | Replace | Fluid Applied Waterproofing | Waterproofing - Drainage mat | 1 | SF | $ 4.00 |
| 07140 | Replace | Fluid Applied Waterproofing | Waterproofing - Interior/ Exterior application- two coats | 1 | SF | $ 4.99 |
| 07140 | Replace | Fluid Applied Waterproofing | Weather strip and caulking | 1 | LF | $ 25.00 |

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|---|---|---|---|---|---|---|
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 8" depth - R19 | 1 | SF | $ 1.57 |
| 07210 | Remove & Replace | Building Insulation | House wrap (air/moisture barrier) | 1 | SF | $ 0.30 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 4" - R11 | 1 | SF | $ 0.85 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 1" - low density | 1 | SF | $ 0.90 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 4" - R13 | 1 | SF | $ 0.95 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 1/2" | 1 | SF | $ 1.13 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 3/4" | 1 | SF | $ 1.17 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 2" - low density | 1 | SF | $ 1.18 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 1" | 1 | SF | $ 1.20 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 6" depth - R13 | 1 | SF | $ 1.33 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 6" - R20 | 1 | SF | $ 1.45 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 6" - R21 | 1 | SF | $ 1.51 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 1 1/2" | 1 | SF | $ 1.53 |
| 07210 | 1.62 | Building Insulation | Batt insulation - 8" - R25 | 1 | SF | $ 1.62 |
| 07210 | Remove & Replace | Building Insulation | Rigid foam insulation board - 2" | 1 | SF | $ 1.66 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 10" - R30 | 1 | SF | $ 1.79 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 10" depth - R26 | 1 | SF | $ 1.87 |
| 07210 | Remove & Replace | Building Insulation | Batt insulation - 12" - R38 | 1 | SF | $ 2.00 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 12" depth - R30 | 1 | SF | $ 2.10 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 16" depth - R44 | 1 | SF | $ 2.67 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 20" depth - R50 | 1 | SF | $ 3.24 |
| 07210 | Remove & Replace | Building Insulation | Blown-in insulation - 24" depth - R66 | 1 | SF | $ 3.71 |
| 07210 | Replace | Building Isulation | Insulation - fiberglass board, 3/4" | 1 | SF | $ 206.43 |
| 07210 | Replace | Building Isulation | Insulation - polystyrene board, 1" | 1 | SF | $ 222.82 |
| 07210 | Replace | Building Isulation | Insulation - fiberglass board, 1" | 1 | SF | $ 235.70 |
| 07210 | Replace | Building Isulation | Insulation - polystyrene board, 1-1/2" | 1 | SF | $ 258.61 |
| 07210 | Replace | Building Isulation | Insulation - polystyrene board, 2" | 1 | SF | $ 280.90 |
| 07210 | Replace | Building Isulation | Insulation - fiberglass board, 2" | 1 | SF | $ 303.42 |
| 07210 | Replace | Building Isulation | Insulation - polystyrene board, 3" | 1 | SF | $ 351.11 |
| 07210 | Replace | Building Insulation | R30 insulation, 1/2 " CDX plywood, prime & paint 2 coats | 1 | EA | $ 550.00 |
| 07311 | Remove & Replace | Asphalt Shingles | Flashing, 14" wide | 1 | LF | $ 4.00 |

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|---|---|---|---|---|---|---|
| 07311 | Remove & Replace | Asphalt Shingles | Flashing, 20" wide | 1 | LF | $ 4.18 |
| 07311 | Remove & Replace | Asphalt Shingles | Flashing - L flashing - galvanized | 1 | LF | $ 4.43 |
| 07311 | Remove & Replace | Asphalt Shingles | Flashing - pipe jack | 1 | EA | $ 41.85 |
| 07311 | Remove & Replace | Asphalt Shingles | Flashing - rain diverter | 1 | EA | $ 44.15 |
| 07311 | Remove & Replace | Asphalt Shingles | Flashing - kick-out diverter | 1 | EA | $ 50.08 |
| 07311 | Remove | Asphalt Shingles | 3 tab - 20 yr. - composition shingle roofing - incl. felt | 1 | SQ | $ 73.70 |
| 07311 | Replace | Asphalt Shingles | Laminated - 30 yr. - comp. shingle rfg. - incl. felt | 1 | SQ | $ 342.12 |
| 07311 | Replace | Asphalt Shingles | Roof repair - flashing | 1 | EA | $ 350.00 |
| 07311 | Replace | Asphalt Shingles | Roofing repair - Shingle damage | 1 | SQ | $ 350.00 |
| 07460 | Replace | Siding | Siding Re-nail | 1 | EA | $ 2.00 |
| 07460 | Remove & Replace | Siding | Siding - vinyl | 1 | SF | $ 3.34 |
| 07460 | Remove & Replace | Siding | Siding - board & batten - pine or equal | 1 | SF | $ 4.08 |
| 07460 | Remove & Replace | Siding | Siding - beveled - fiber-cement (clapboard) | 1 | SF | $ 4.34 |
| 07460 | Replace | Siding | Fiber cement lap siding - 8" | 1 | SF | $ 4.37 |
| 07460 | Remove & Replace | Siding | Siding - aluminum (.024 thickness) | 1 | SF | $ 4.98 |
| 07460 | Remove & Replace | Siding | Siding - beveled - pine or equal (clapboard) | 1 | SF | $ 5.41 |
| 07460 | Replace | Siding | Siding - board replacement | 1 | SF | $ 8.50 |
| 07460 | Replace | Siding | Siding - Rotten wood | 1 | SF | $ 8.50 |
| 07550 | Remove | Modified Bituminous Membrane Roofing | Roll roofing | 1 | SQ | $ 57.81 |
| 07550 | Replace | Modified Bituminous Membrane Roofing | Roll roofing | 1 | SQ | $ 90.44 |
| 07550 | Remove & Replace | Modified Bituminous Membrane Roofing | Modified bitumen roof - cold adhesive application | 1 | SQ | $ 392.87 |
| 07550 | Remove & Replace | Modified Bituminous Membrane Roofing | Modified bitumen roof | 1 | SQ | $ 399.40 |
| 07550 | Remove & Replace | Modified Bituminous Membrane Roofing | Modified bitumen roof - self-adhering | 1 | SQ | $ 413.93 |
| 07550 | Remove & Replace | Modified Bituminous Membrane Roofing | Modified bitumen roof - hot mopped | 1 | SQ | $ 417.70 |
| 07712 | Remove & Replace | Gutters and Downspouts | Gutter / downspout - aluminum - up to 5" | 1 | LF | $ 5.09 |
| 07712 | Remove & Replace | Gutters and Downspouts | Gutter / downspout - aluminum - 6" | 1 | LF | $ 8.33 |
| 07712 | Remove & Replace | Gutters and Downspouts | Gutter / downspout - aluminum - 7" to 8" | 1 | LF | $ 14.28 |

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|---|---|---|---|---|---|---|
| 08211 | Replace | Doors | Overhead door repair | 1 | EA | $ 356.75 |
| 08211 | Remove & Replace | Doors | Door weather stripping | 1 | EA | $ 46.21 |
| 08211 | Replace | Doors | Door knob - interior | 1 | EA | $ 57.99 |
| 08211 | Remove & Replace | Doors | Pocket door hardware | 1 | EA | $ 104.32 |
| 08211 | Remove & Replace | Doors | Door lockset & deadbolt - exterior | 1 | EA | $ 108.94 |
| 08211 | Remove & Replace | Doors | Bifold door - Single | 1 | EA | $ 115.43 |
| 08211 | Replace | Doors | Exterior door - Detach & reset | 1 | EA | $ 124.22 |
| 08211 | Replace | Doors | Door repair - Weather strip | 1 | EA | $ 125.00 |
| 08211 | Remove & Replace | Doors | Bifold door - full louvered - Single | 1 | EA | $ 134.66 |
| 08211 | Replace | Doors | Door repair - Caulk and seal | 1 | EA | $ 175.00 |
| 08211 | Replace | Doors | Interior door unit | 1 | EA | $ 178.73 |
| 08211 | Remove & Replace | Doors | Bypass (sliding) door set | 1 | EA | $ 181.02 |
| 08211 | Replace | Doors | Patio door repair | 1 | EA | $ 208.26 |
| 08211 | Remove & Replace | Doors | Bifold door set - Double | 1 | EA | $ 218.49 |
| 08211 | Remove & Replace | Doors | Storm door assembly | 1 | EA | $ 254.40 |
| 08211 | Remove & Replace | Doors | Bifold door set - full louvered - Double | 1 | EA | $ 256.94 |
| 08211 | Remove & Replace | Doors | Exterior door - metal - insulated - flush or panel style | 1 | EA | $ 466.20 |
| 08211 | Remove & Replace | Doors | 6-0 6-8 fiberglass sliding patio door | 1 | EA | $ 709.36 |
| 08211 | Remove & Replace | Doors | French double doors - Exterior - pre-hung unit | 1 | EA | $ 768.26 |
| 08211 | Remove & Replace | Doors | 6-0 6-8 vinyl sliding patio door | 1 | EA | $ 774.29 |
| 08211 | Replace | Doors | Door repair - Re-finish surface | 1 | EA | $ 3,750.00 |
| 08550 | Replace | Windows | Reglaze 3/16" tempered glass - single pane | 1 | SF | $ 9.93 |
| 08550 | Replace | Windows | Reglaze 1/4" tempered glass | 1 | SF | $ 10.04 |
| 08550 | Replace | Windows | Reglaze 3/8" tempered glass - single pane | 1 | SF | $ 14.82 |
| 08550 | Replace | Windows | Reglaze 1/2" - 5/8" tempered glass | 1 | SF | $ 23.40 |
| 08550 | Remove & Replace | Windows | Vinyl window, horizontal sliding, 3-11 sf | 1 | EA | $ 196.83 |
| 08550 | Remove & Replace | Windows | Vinyl window, picture/fixed, 3-11 sf | 1 | EA | $ 199.22 |
| 08550 | Remove & Replace | Windows | Vinyl window, single hung, 4-8 sf | 1 | EA | $ 200.40 |
| 08550 | Replace | Windows | Vinyl window repair | 1 | EA | $ 208.26 |
| 08550 | Replace | Windows | Window repair-Aluminum | 1 | EA | $ 208.26 |
| 08550 | Replace | Windows | Window repair-Vinyl | 1 | EA | $ 208.26 |

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| 08550 | Replace | Windows | Window repair-Wood | 1 | EA | $ 208.26 |
| 08550 | Remove & Replace | Windows | Vinyl window - double hung, 4-8 sf | 1 | EA | $ 224.52 |
| 08550 | Remove & Replace | Windows | Vinyl window, single hung, 9-12 sf | 1 | EA | $ 247.16 |
| 08550 | Remove & Replace | Windows | Vinyl window, horizontal sliding, 12-23 sf | 1 | EA | $ 265.70 |
| 08550 | Remove & Replace | Windows | Vinyl window - casement, 3-5 sf | 1 | EA | $ 271.15 |
| 08550 | Remove & Replace | Windows | Vinyl window - double hung, 9-12 sf | 1 | EA | $ 286.67 |
| 08550 | Remove & Replace | Windows | Vinyl window, picture/fixed, 12-23 sf | 1 | EA | $ 291.01 |
| 08550 | Remove & Replace | Windows | Vinyl window - casement, 6-8 sf | 1 | EA | $ 302.07 |
| 08550 | Remove & Replace | Windows | Vinyl window, single hung, 13-19 sf | 1 | EA | $ 315.27 |
| 08550 | Remove & Replace | Windows | Vinyl window - double hung, 13-19 sf | 1 | EA | $ 343.42 |
| 08550 | Remove & Replace | Windows | Wood window - single hung, 4 - 9 sf | 1 | EA | $ 346.94 |
| 08550 | Remove & Replace | Windows | Vinyl window - casement, 9-13 sf | 1 | EA | $ 358.64 |
| 08550 | Remove & Replace | Windows | Vinyl window, single hung, 20-28 sf | 1 | EA | $ 361.20 |
| 08550 | Remove & Replace | Windows | Vinyl window, picture/fixed, 24-32 sf | 1 | EA | $ 384.01 |
| 08550 | Remove & Replace | Windows | Wood window - double hung, 4-9 sf | 1 | EA | $ 395.17 |
| 08550 | Remove & Replace | Windows | Vinyl window, horizontal sliding, 24-32 sf | 1 | EA | $ 406.01 |
| 08550 | Remove & Replace | Windows | Wood window - casement, 3-11 sf | 1 | EA | $ 409.17 |
| 08550 | Remove & Replace | Windows | Vinyl window - double hung, 20-28 sf | 1 | EA | $ 410.49 |
| 08550 | Remove & Replace | Windows | Wood window - single hung, 10 - 15 sf | 1 | EA | $ 414.60 |
| 08550 | Remove & Replace | Windows | Vinyl window, picture/fixed, 33-40 sf | 1 | EA | $ 429.79 |
| 08550 | Remove & Replace | Windows | Wood window - double hung, 10-15 sf | 1 | EA | $ 458.37 |
| 08550 | Remove & Replace | Windows | Vinyl window, horizontal sliding, 33-40 sf | 1 | EA | $ 490.84 |
| 08550 | Remove & Replace | Windows | Wood window - horizontal sliding, 3-11 sf | 1 | EA | $ 492.33 |
| 08550 | Remove & Replace | Windows | Wood window - casement, 12-23 sf | 1 | EA | $ 512.96 |
| 08550 | Remove & Replace | Windows | Wood window - single hung, 16 - 21 sf | 1 | EA | $ 542.60 |
| 08550 | Remove & Replace | Windows | Wood window - horizontal sliding, 12-24 sf | 1 | EA | $ 581.06 |
| 08550 | Remove & Replace | Windows | Wood window - single hung, 22 - 26 sf | 1 | EA | $ 630.98 |
| 08550 | Remove & Replace | Windows | Wood window - double hung, 16-21 sf | 1 | EA | $ 649.73 |
| 08550 | Remove & Replace | Windows | Wood window - double hung, 22-26 sf | 1 | EA | $ 735.27 |
| 08550 | Remove & Replace | Windows | Wood window - casement, 24-32 sf | 1 | EA | $ 794.63 |
| 08550 | Remove & Replace | Windows | Wood window - horizontal sliding, 25-32 sf | 1 | EA | $ 826.76 |

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|---|---|---|---|---|---|---|
| 08550 | Remove & Replace | Windows | Wood window - horizontal sliding, 33-40 sf | 1 | EA | $ 1,019.72 |
| 08550 | Remove & Replace | Windows | Wood window - casement, 33-40 sf | 1 | EA | $ 1,049.42 |
| 09210 | Remove | Gypsum Plaster | Tear off plaster on wood lath | 1 | SF | $ 2.01 |
| 09210 | Remove & Replace | Gypsum Plaster | Metal lath & stucco | 1 | SF | $ 6.44 |
| 09210 | Remove & Replace | Gypsum Plaster | Two coat plaster (no lath) | 1 | SF | $ 6.69 |
| 09210 | Remove & Replace | Gypsum Plaster | Two coat plaster over metal lath | 1 | SF | $ 12.16 |
| 09210 | Replace | Gypsum Plaster | Interior plaster repair | 1 | EA | $ 250.00 |
| 09210 | Replace | Gypsum Plaster | Plaster patch / small repair - ready for paint | 1 | EA | $ 250.00 |
| 09260 | Replace | Gypsum Board | Texture drywall - light hand texture | 1 | SF | $ 0.57 |
| 09260 | Remove | Gypsum Board | Wallpaper | 1 | SF | $ 0.68 |
| 09260 | Remove & Replace | Gypsum Board | 1/2" drywall - hung, taped, floated, ready for paint | 1 | SF | $ 2.64 |
| 09260 | Remove & Replace | Gypsum Board | 1/2" water rock - hung, taped, floated, ready for paint | 1 | SF | $ 2.69 |
| 09260 | Remove & Replace | Gypsum Board | 1/2" mold/mildew resistant - hung, taped ready for texture | 1 | SF | $ 2.73 |
| 09260 | Replace | Gypsum Board | Drywall patch / small repair, ready for paint | 1 | EA | $ 68.32 |
| 09260 | Replace | Gypsum Board | Drywall repair - surface damage - ready for paint | 1 | EA | $ 250.00 |
| 09310 | Remove | Ceramic Tile | Ceramic Tile | 1 | SF | $ 2.24 |
| 09310 | Remove & Replace | Ceramic Tile | Ceramic Tile | 1 | SF | $ 12.26 |
| 09650 | Remove | Resilient Tile Flooring | Vinyl floor covering (sheet goods) | 1 | SF | $ 1.00 |
| 09650 | Remove | Resilient Tile Flooring | Tile - vinyl composition | 1 | SF | $ 1.42 |
| 09650 | Remove | Resilient Tile Flooring | Vinyl tile | 1 | SF | $ 1.42 |
| 09650 | Remove | Resilient Tile Flooring | Linoleum floor covering (sheet goods) | 1 | SF | $ 1.55 |
| 09650 | Replace | Resilient Tile Flooring | Floor Leveling Compound | 1 | SF | $ 1.60 |
| 09650 | Replace | Resilient Tile Flooring | Tile - vinyl composition | 1 | SF | $ 1.98 |
| 09650 | Replace | Resilient Tile Flooring | Vinyl tile | 1 | SF | $ 3.00 |
| 09650 | Remove & Replace | Resilient Tile Flooring | Vinyl tile | 1 | SF | $ 4.42 |
| 09650 | Replace | Resilient Tile Flooring | Vinyl floor covering (sheet goods) | 1 | SF | $ 4.50 |
| 09650 | Replace | Resilient Tile Flooring | Linoleum floor covering (sheet goods) | 1 | SF | $ 8.14 |
| 09680 | Remove & Replace | Carpet | Carpet pad | 1 | SF | $ 0.73 |
| 09680 | Remove & Replace | Carpet | Carpet | 1 | SF | $ 3.36 |
| 09680 | Replace | Carpet | Interior finish repair - Restrech carpet and padding | 1 | SF | $ 4.00 |
| 09680 | Remove & Replace | Carpet | Vinyl reducer strip - for carpet | 1 | LF | $ 50.00 |

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|---|---|---|---|---|---|---|
| 09680 | Replace | Carpet | Carpet repair | 1 | SF | $ 250.00 |
| 09912 | Replace | Painting | Seal foundation wall | 1 | SF | $ 0.68 |
| 09912 | Replace | Painting | Seal the surface area w/latex based stain blocker - two coats | 1 | SF | $ 0.84 |
| 09912 | Replace | Painting | Seal block with masonry sealer | 1 | SF | $ 0.85 |
| 09912 | Replace | Painting | Paint concrete the surface area | 1 | SF | $ 0.93 |
| 09912 | Replace | Painting | Prime & paint metal siding - two coats | 1 | SF | $ 0.93 |
| 09912 | Replace | Painting | Exterior - paint two coats | 1 | SF | $ 1.14 |
| 09912 | Replace | Painting | Exterior - seal or prime then paint with two finish coats | 1 | SF | $ 1.14 |
| 09912 | Replace | Painting | Prime & paint door slab only - exterior (per side) - two coats | 1 | EA | $ 1.14 |
| 09912 | Replace | Painting | Seal & texture paint the surface area - two coats | 1 | SF | $ 1.16 |
| 09912 | Replace | Painting | Seal/prime then paint the surface area (2 coats) | 1 | SF | $ 1.16 |
| 09912 | Replace | Painting | Prime & paint aluminum patio cover - two coats | 1 | SF | $ 1.23 |
| 09912 | Replace | Painting | Prime & paint deck - 2 coats primer, 2 coats paint | 1 | SF | $ 1.29 |
| 09912 | Replace | Painting | Seal & paint wood siding - two coats | 1 | SF | $ 1.32 |
| 09912 | Replace | Painting | Seal & paint chair rail - two coats | 1 | LF | $ 1.47 |
| 09912 | Replace | Painting | Seal & paint trim - two coats | 1 | LF | $ 1.47 |
| 09912 | Replace | Painting | Seal & paint baseboard - two coats | 1 | LF | $ 1.53 |
| 09912 | Replace | Painting | Seal & paint casing - two coats | 1 | LF | $ 1.53 |
| 09912 | Replace | Painting | Seal & paint crown molding - two coats | 1 | LF | $ 1.53 |
| 09912 | Replace | Painting | Painting repair | 1 | SF | $ 2.50 |
| 09912 | Replace | Painting | Seal & paint bookcase - two coats | 1 | SF | $ 2.55 |
| 09912 | Replace | Painting | Prime & paint ext. railing - 2 coats primer, 2 coats paint | 1 | LF | $ 2.61 |
| 09912 | Replace | Painting | Seal & paint window sill - two coats | 1 | LF | $ 2.61 |
| 09912 | Replace | Painting | Seal & paint column - two coats | 1 | LF | $ 6.12 |
| 09912 | Replace | Painting | Seal & paint balustrade - two coats | 1 | LF | $ 27.00 |
| 09912 | Replace | Painting | Paint door slab only - 2 coats (per side) | 1 | EA | $ 30.25 |
| 09912 | Replace | Painting | Paint door/window trim & jamb - 2 coats (per side) | 1 | EA | $ 31.43 |
| 09912 | Replace | Painting | Paint door or window opening - 2 coats (per side) | 1 | EA | $ 31.81 |
| 09912 | Replace | Painting | Seal/Paint bypass door set - slab only- 2 coats (per side) | 1 | EA | $ 44.71 |
| 09912 | Replace | Painting | Paint double French door slabs only - 2 coats (per side) - two coats | 1 | EA | $ 72.46 |
| 09912 | Replace | Painting | Seal & paint single garage door opening & trim - two coats | 1 | EA | $ 102.34 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 09912 | Replace | Painting | Prime & paint French door slab only - exterior (per side) | 1 | EA | $ 103.29 |
| 09912 | Replace | Painting | Paint overhead door - 2 coats (per side) - two coats | 1 | EA | $ 113.98 |
| 09912 | Replace | Painting | Bathtub chip repair | 1 | EA | $ 162.56 |
| 09912 | Replace | Painting | Refinish bathtub | 1 | EA | $ 572.47 |
| 10747 | Remove & Replace | Window Wells | Window well cover locking mechanism | 1 | EA | $ 58.75 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Plastic - up to 42" wide by 19" | 1 | EA | $ 64.89 |
| 10747 | Remove & Replace | Window Wells | Window well - Metal - up to 36" wide | 1 | EA | $ 151.89 |
| 10747 | Remove & Replace | Window Wells | Window well - Metal - 46" wide | 1 | EA | $ 175.27 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - up to 36" wide by 24" | 1 | EA | $ 179.32 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - up to 36" wide by 24" | 1 | EA | $ 190.32 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - 46" wide by 24" | 1 | EA | $ 202.03 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - 46" wide by 24" | 1 | EA | $ 210.24 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - 64" wide by 24" | 1 | EA | $ 233.00 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - up to 36" wide by 36" | 1 | EA | $ 242.65 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - up to 36" wide by 36" | 1 | EA | $ 245.51 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - 64" wide by 24" | 1 | EA | $ 249.55 |
| 10747 | Remove & Replace | Window Wells | Window well - Metal - 64" wide | 1 | EA | $ 254.78 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - 46" wide by 36" | 1 | EA | $ 262.72 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Metal - 64" wide by 36" | 1 | EA | $ 273.67 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - 46" wide by 36" | 1 | EA | $ 284.98 |
| 10747 | Remove & Replace | Window Wells | Window well cover - Poly - 64" wide by 36" | 1 | EA | $ 348.51 |
| 10801 | Remove & Replace | Toilet and Bath Accessories | Handicap grab bar - Stainless steel, 1 1/2" x 24" | 1 | EA | $ 71.76 |
| 10801 | Remove & Replace | Bath Accessories | Handicap grab bar - Stainless steel, 1 1/2" x 30" | 1 | EA | $ 78.08 |
| 10801 | Remove & Replace | Bath Accessories | Handicap grab bar - Stainless steel, 1 1/2" x 36" | 1 | EA | $ 86.01 |
| 10801 | Remove & Replace | Bath Accessories | Handicap grab bar - Stainless steel, 1 1/2" x 48" | 1 | EA | $ 100.07 |
| 10801 | Replace | Bath Accessories | Toilet and bath accessory repair | 1 | EA | $ 174.73 |
| 10801 | Replace | Bath Accessories | ADA Bathroom Accessories | 1 | EA | $ 350.00 |
| 14410 | Remove & Replace | Lifts | Chairlift - Wheelchair platform stair lift | 1 | EA | $ 11,788.21 |
| 15100 | Replace | Heating Ventilation and Air Conditioning | Test & Balance - HVAC system | 1 | SF | $ 0.16 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Rigid fiberglass duct insulation board - foil faced | 1 | SF | $ 9.77 |

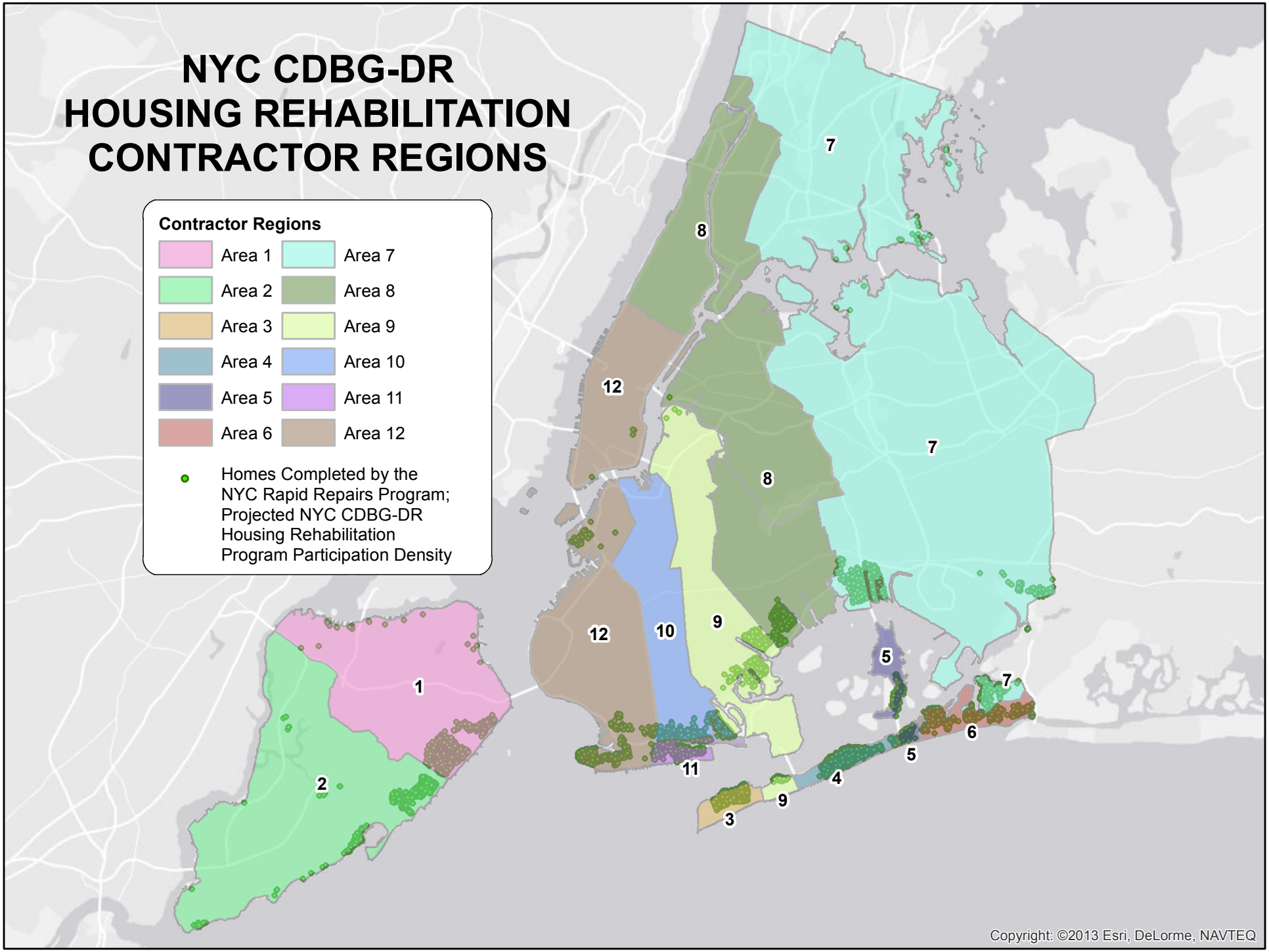
| | | | | | | |
|---|---|---|---|---|---|---|
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Heat/AC register - Floor register | 1 | EA | $ 19.55 |
| 15100 | Replace | Heating Ventilation and Air Conditioning | Heat/AC register - Mechanically attached | 1 | EA | $ 27.86 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Heat/AC register - Mechanically attached | 1 | EA | $ 30.95 |
| 15100 | Replace | Heating Ventilation and Air Conditioning | Furnace - heavy clean, replace filters and service - w/ AC | 1 | EA | $ 480.07 |
| 15100 | Replace | Heating Ventilation and Air Conditioning | Heat, vent, & air conditioning repair | 1 | EA | $ 500.00 |
| 15100 | Replace | Heating Ventilation and Air Conditioning | Mechanical repair | 1 | EA | $ 500.00 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Furnace - forced air - high efficiency - 65,000 BTU | 1 | EA | $ 2,719.17 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Furnace - forced air - high efficiency - 75,000 BTU | 1 | EA | $ 2,769.11 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Furnace - forced air - high efficiency - 100,000 BTU | 1 | EA | $ 2,965.77 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Furnace - forced air - high efficiency - 120,000 BTU | 1 | EA | $ 2,968.57 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Furnace - forced air - high efficiency - 135,000 BTU | 1 | EA | $ 3,171.19 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 2.5 ton - 14-15 SEER | 1 | EA | $ 3,196.64 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 2 ton - 14-15 SEER | 1 | EA | $ 3,243.93 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 3 ton - 14-15 SEER | 1 | EA | $ 3,763.82 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 3.5 ton - 14-15 SEER | 1 | EA | $ 3,853.92 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 4 ton - 14-15 SEER | 1 | EA | $ 4,333.31 |
| 15100 | Remove & Replace | Heating Ventilation and Air Conditioning | Central air conditioning system - 5 ton - 14-15 SEER | 1 | EA | $ 5,262.18 |
| 15410 | Replace | Plumbing | Plumbing repair - Slow drainage | 1 | EA | $ 235.00 |
| 15410 | Replace | Plumbing | Plumbing System | 1 | SF | $ 6.50 |
| 15410 | Replace | Plumbing | Appliance water line - 1/4" | 1 | EA | $ 66.33 |
| 15410 | Remove & Replace | Plumbing | Appliance water line - 1/4" | 1 | EA | $ 81.81 |
| 15410 | Remove & Replace | Plumbing | Sump pump basin | 1 | EA | $ 90.81 |
| 15410 | Remove & Replace | Plumbing | Plumbing fixture supply line | 1 | EA | $ 125.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15410 | Replace | Plumbing | Sump pump - Detach & reset | 1 | EA | $ 170.33 |
| 15410 | Replace | Plumbing | Plumbing repair - Strapping | 1 | EA | $ 175.00 |
| 15410 | Replace | Plumbing | Sink faucet - Bathroom | 1 | EA | $ 175.23 |
| 15410 | Remove & Replace | Plumbing | Sink faucet - Bathroom | 1 | EA | $ 198.45 |
| 15410 | Remove & Replace | Plumbing | Sink faucet - Kitchen | 1 | EA | $ 214.12 |
| 15410 | Replace | Plumbing | Plumbing repair - Basement leak | 1 | EA | $ 225.00 |
| 15410 | Replace | Plumbing | Plumbing repair - Kitchen leak | 1 | EA | $ 225.00 |
| 15410 | Replace | Plumbing | Plumbing repair - Backed up Drain | 1 | EA | $ 250.00 |
| 15410 | Replace | Plumbing | Sink - single | 1 | EA | $ 253.63 |
| 15410 | Remove & Replace | Plumbing | Sink - single | 1 | EA | $ 276.85 |
| 15410 | Replace | Plumbing | Elevate Water Heater | 1 | EA | $ 295.00 |
| 15410 | Replace | Plumbing | Sink - double | 1 | EA | $ 335.79 |
| 15410 | Remove & Replace | Plumbing | Tub/shower faucet | 1 | EA | $ 359.38 |
| 15410 | Remove & Replace | Plumbing | Sink - double | 1 | EA | $ 360.55 |
| 15410 | Replace | Plumbing | Plumbing repair - Under home leak | 1 | EA | $ 425.00 |
| 15410 | Remove & Replace | Plumbing | Toilet | 1 | EA | $ 429.10 |
| 15410 | Remove & Replace | Plumbing | Fiberglass tub surround only | 1 | EA | $ 488.42 |
| 15410 | Replace | Plumbing | Wall veneer panels - cultured marble | 1 | SF | $ 21.03 |
| 15410 | Remove & Replace | Plumbing | Sump pump - 1/3 hp - up to 1 1/2" discharge | 1 | EA | $ 504.90 |
| 15410 | Remove & Replace | Plumbing | Pedestal sink | 1 | EA | $ 539.59 |
| 15410 | Replace | Plumbing | Water heater - Detach & reset | 1 | EA | $ 541.72 |
| 15410 | Remove & Replace | Plumbing | Sump pump - 1/2 hp - up to 1 1/2" discharge | 1 | EA | $ 625.63 |
| 15410 | Remove & Replace | Plumbing | Sump pump - 3/4 hp - up to 1 1/2" discharge | 1 | EA | $ 713.25 |
| 15410 | Remove & Replace | Plumbing | Water heater - 40 gallon - Electric - 6 yr | 1 | EA | $ 810.01 |
| 15410 | Remove & Replace | Plumbing | Bathtub | 1 | EA | $ 920.65 |
| 15410 | Remove & Replace | Plumbing | Fiberglass shower unit | 1 | EA | $ 931.90 |
| 15410 | Remove & Replace | Plumbing | Water heater - 40 gallon - Gas - 6 yr | 1 | EA | $ 961.55 |
| 15410 | Replace | Plumbing | Relocate Water Heater | 1 | EA | $ 1,475.00 |
| 15410 | Replace | Plumbing | R & R fiberglass tub/shower combo-hardware & fixtures included | 1 | EA | $ 1,950.00 |
| 15410 | Replace | Plumbing | Zero entry tub/shower combo - hardware & fixtures included | 1 | EA | $ 1,950.00 |
| 16100 | Replace | Electrical | Rewire - average residence - copper wiring | 1 | SF | $ 3.59 |

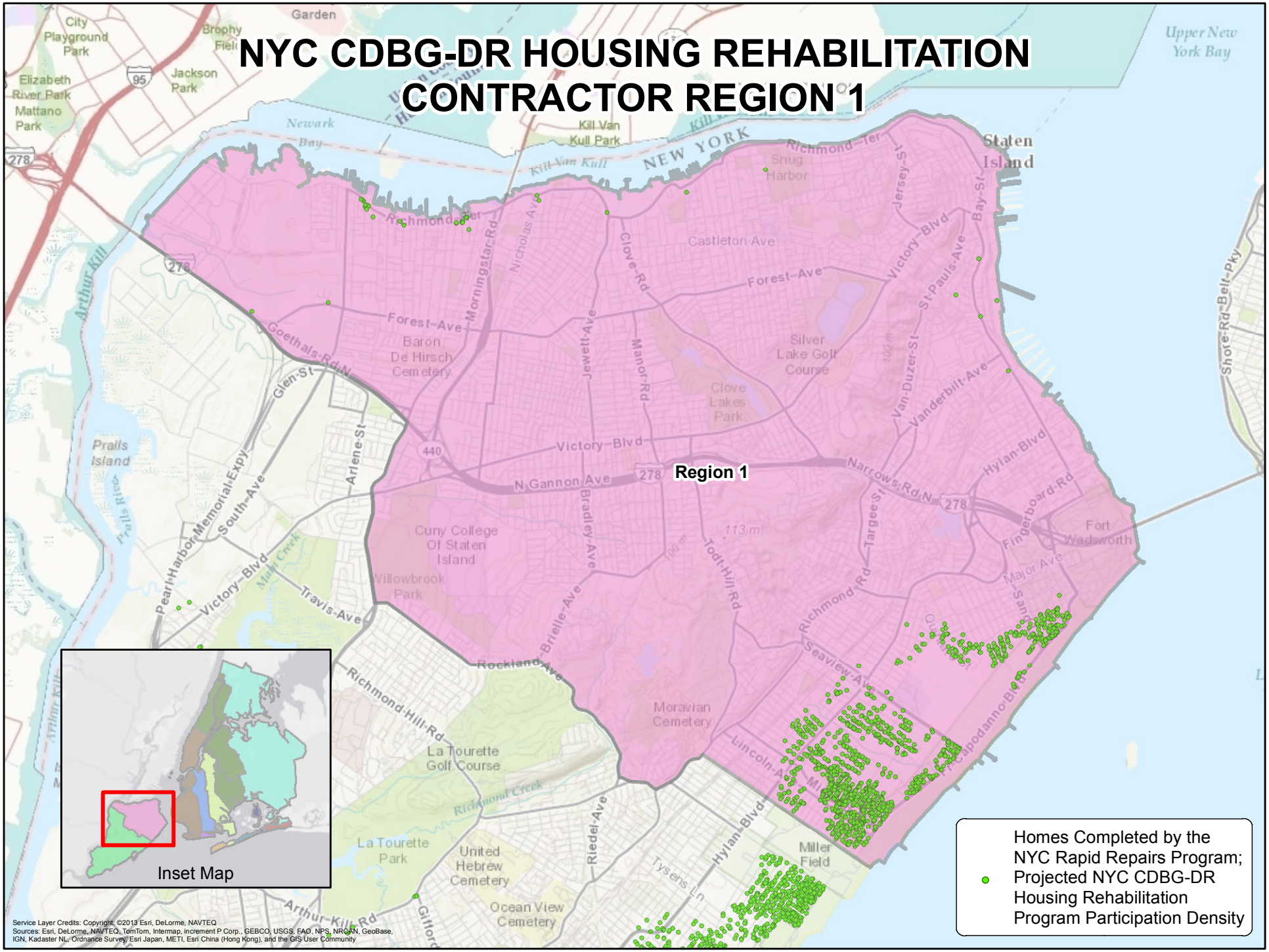
| | | | | | | |
|---|---|---|---|---|---|---|
| 16100 | Replace | Electrical | Rewire - average residence - copper wiring with conduit | 1 | SF | $ 5.46 |
| 16100 | Remove | Electrical | 220 Volt Outlet | 1 | EA | $ 6.23 |
| 16100 | Remove | Electrical | Outlet | 1 | EA | $ 6.23 |
| 16100 | Remove | Electrical | Switch | 1 | EA | $ 6.23 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 1/2" | 1 | LF | $ 10.61 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 3/4" | 1 | LF | $ 12.88 |
| 16100 | Replace | Electrical | Outlet | 1 | EA | $ 15.44 |
| 16100 | Replace | Electrical | Switch | 1 | EA | $ 15.45 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 1" | 1 | LF | $ 15.54 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 1 1/4" | 1 | LF | $ 18.36 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 1 1/2" | 1 | LF | $ 21.14 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 2" | 1 | LF | $ 26.05 |
| 16100 | Replace | Electrical | 220 Volt Outlet | 1 | EA | $ 30.56 |
| 16100 | Replace | Electrical | Ground fault interrupter (GFI) outlet | 1 | EA | $ 35.31 |
| 16100 | Remove & Replace | Electrical | 220 volt copper wiring run, box and receptacle | 1 | EA | $ 36.79 |
| 16100 | Remove & Replace | Electrical | Rigid conduit, 2 1/2" | 1 | LF | $ 38.46 |
| 16100 | Replace | Electrical | Carbon monoxide detector | 1 | EA | $ 88.49 |
| 16100 | Remove & Replace | Electrical | Bathroom ventilation fan | 1 | EA | $ 120.34 |
| 16100 | Replace | Electrical | Smoke detector | 1 | EA | $ 190.90 |
| 16100 | Remove & Replace | Electrical | Circuit breaker - main disconnect - 125 amp | 1 | EA | $ 195.04 |
| 16100 | Remove & Replace | Electrical | Circuit breaker - main disconnect - 150 to 200 amp | 1 | EA | $ 215.36 |
| 16100 | Remove & Replace | Electrical | Exhaust fan | 1 | EA | $ 225.31 |
| 16100 | Remove & Replace | Electrical | Meter base and main disconnect - 100 - 125 amp | 1 | EA | $ 445.94 |
| 16100 | Replace | Electrical | Electrical repair - Test and Inspect system and panel | 1 | EA | $ 450.00 |
| 16100 | Remove & Replace | Electrical | Meter base and main disconnect - 200 amp | 1 | EA | $ 528.25 |
| 16100 | Remove & Replace | Electrical | Meter mast for overhead power - 2" conduit | 1 | EA | $ 590.13 |
| 16100 | Remove & Replace | Electrical | Meter base and main disconnect - 250 amp | 1 | EA | $ 871.23 |
| 16100 | Replace | Electrical | Breaker panel - 200 to 300 amp - Detach & reset | 1 | EA | $ 1,145.07 |
| 16100 | Remove & Replace | Electrical | Breaker panel - 150 amp | 1 | EA | $ 1,413.55 |
| 16100 | Remove & Replace | Electrical | Breaker panel - 200 amp | 1 | EA | $ 1,767.11 |
| 16511 | Replace | Lighting | Light fixture | 1 | EA | $ 63.06 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 16511 | Remove & Replace | Lighting | Light fixture | 1 | EA | $ 73.38 |
| 16511 | Remove & Replace | Lighting | Chandelier | 1 | EA | $ 246.22 |
| 16511 | Remove & Replace | Lighting | Exterior light fixture | 1 | EA | $ 101.42 |
| 16511 | Replace | Lighting | Ceiling fan & light | 1 | EA | $ 325.53 |
| 16511 | Remove & Replace | Lighting | Ceiling fan & light | 1 | EA | $ 348.89 |
| 16511 | Remove & Replace | Lighting | Hanging double light fixture | 1 | EA | $ 125.22 |
| 16511 | Remove & Replace | Lighting | Recessed light fixture | 1 | EA | $ 125.11 |
| 16600 | Replace | Residential Appliances | Range hood | 1 | EA | $ 191.60 |
| 16600 | Remove & Replace | Residential Appliances | Range hood | 1 | EA | $ 207.17 |
| 16600 | Remove & Replace | Residential Appliances | Microwave oven - over range w/built-in hood | 1 | EA | $ 406.23 |
| 16600 | Replace | Residential Appliances | Refrigerator - top freezer - 14 to 18 cf | 1 | EA | $ 568.52 |
| 16600 | Replace | Residential Appliances | Refrigerator - top freezer - 18 to 22 cf | 1 | EA | $ 629.59 |
| 16600 | Replace | Residential Appliances | Refrigerator - bottom freezer - 18 to 22 cf | 1 | EA | $ 954.81 |
| 16600 | Replace | Residential Appliances | Dishwasher | 1 | EA | $ 611.80 |
| 16600 | Remove & Replace | Residential Appliances | Range - freestanding - electric | 1 | EA | $ 666.06 |
| 16600 | Replace | Residential Appliances | Range - freestanding - gas | 1 | EA | $ 821.01 |

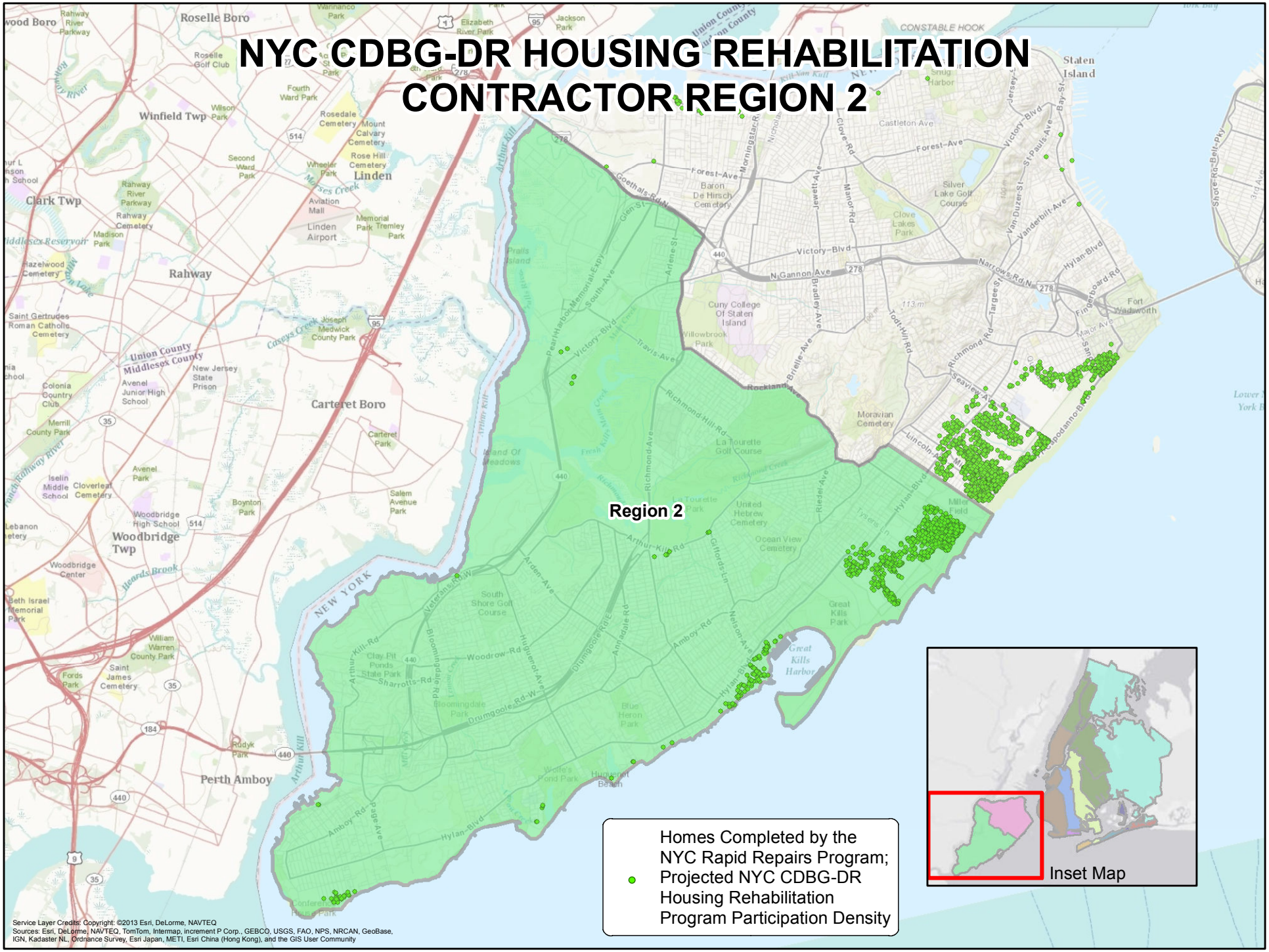
# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGIONS



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 1



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 2



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 3

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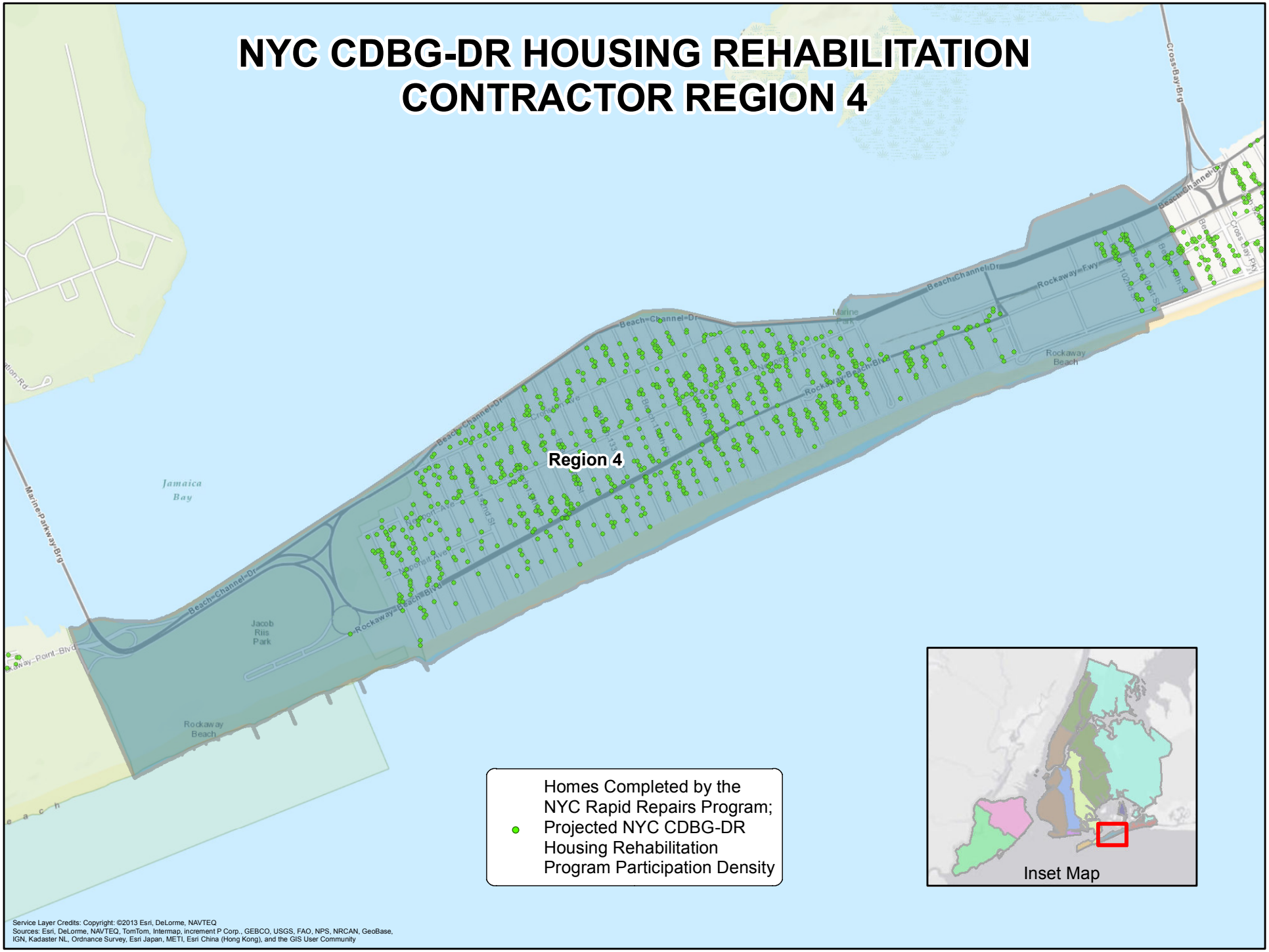
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 4

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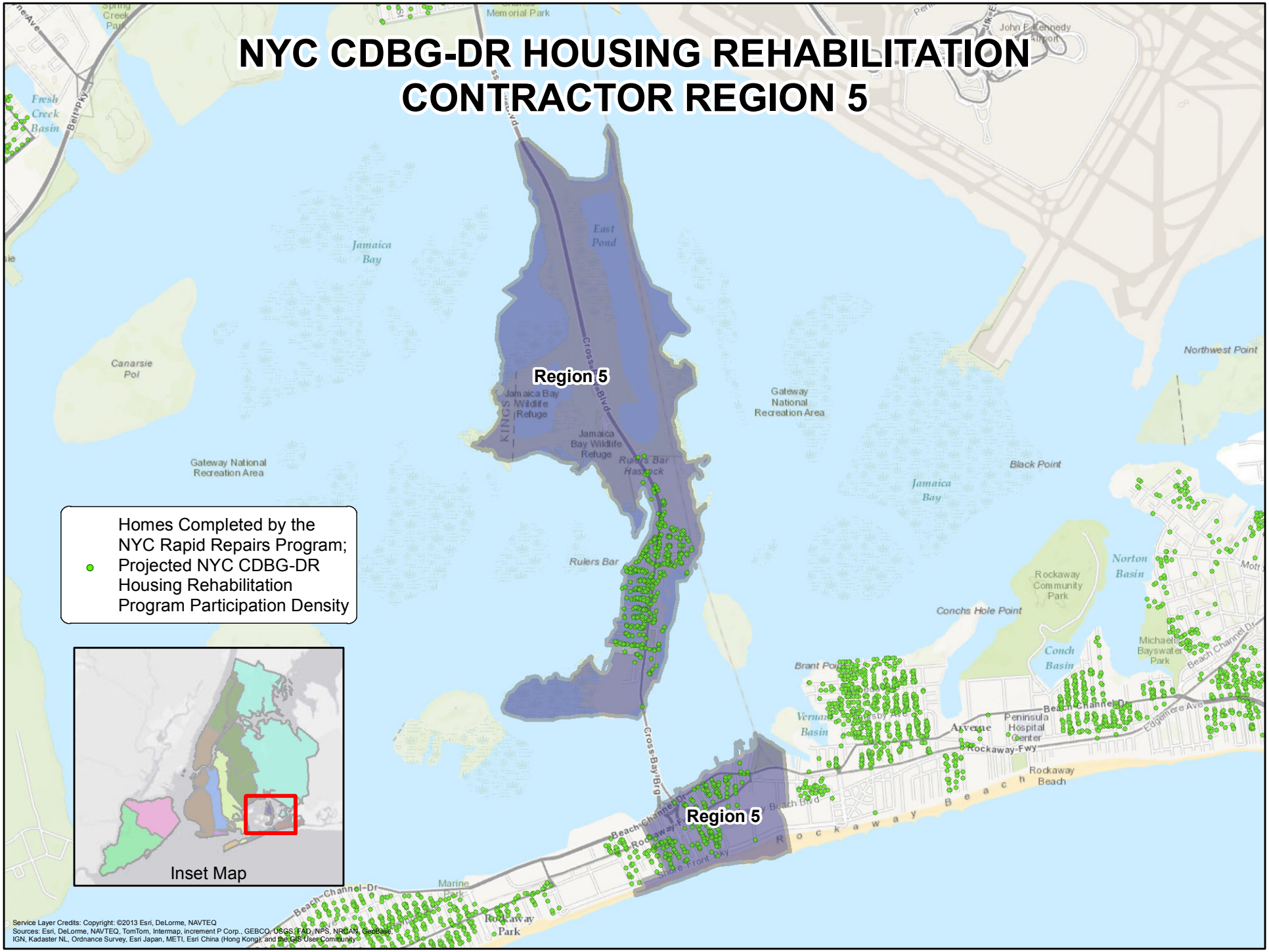
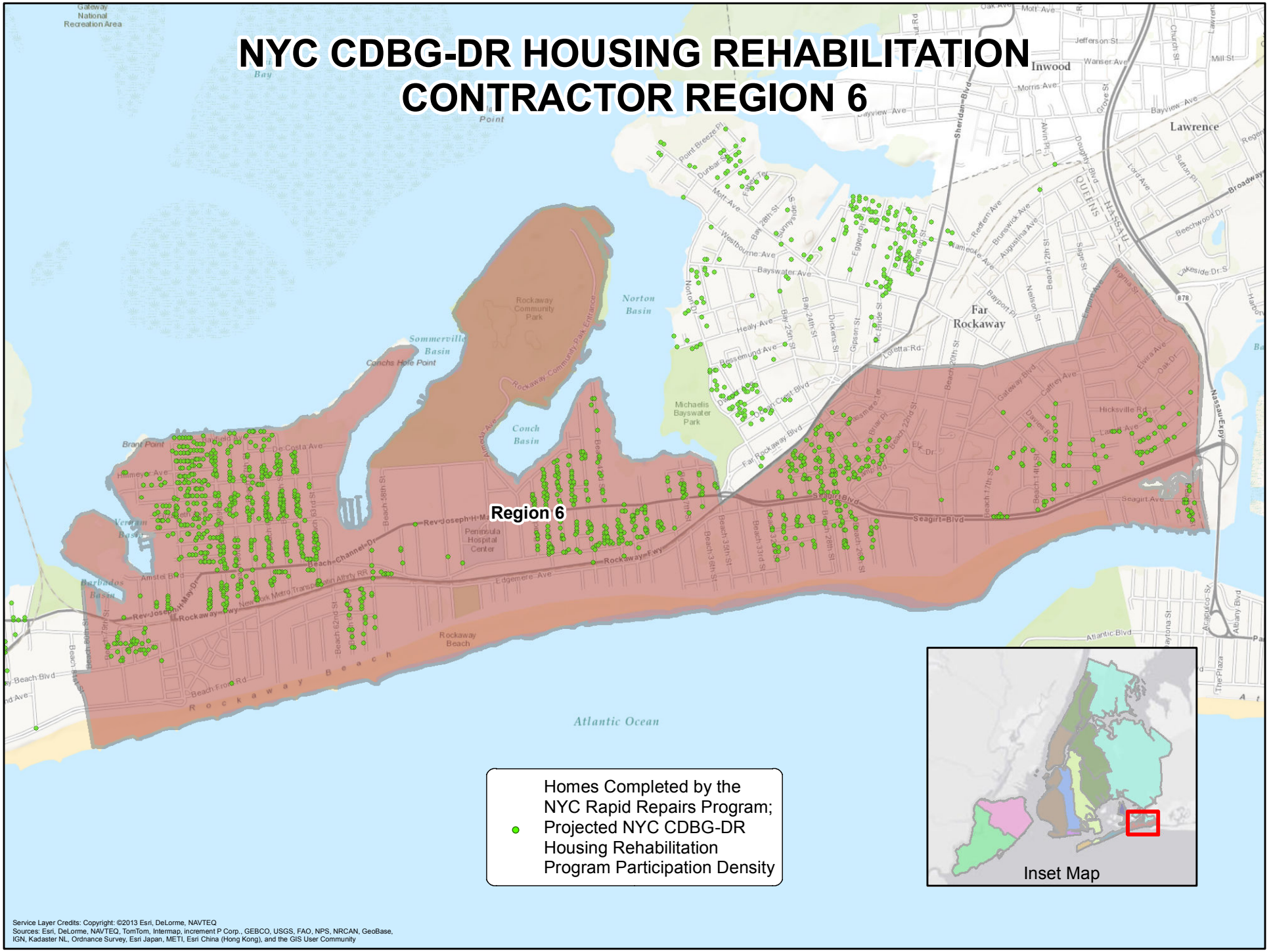
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 5



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 6


Region 6
Homes Completed by the NYC Rapid Repairs Program; Projected NYC CDBG-DR Housing Rehabilitation Program Participation Density
Inset Map
Atlantic Ocean
Far Rockaway
Inwood
Lawrence
Rockaway Beach
Rockaway Beach Boulevard
Rockaway Freeway
Seagirt Blvd
Beach Channel Dr
Rev Joseph H Maxy Dr
Edgemere Ave
Far Rockaway Blvd
Norton Basin
Sommerville Basin
Conch Basin
Rockaway Community Park
Rockaway Community Park Entrance
Conchs Hole Point
Brant Point
Peninsula Hospital Center
Michaelis Bayswater Park
Gateway National Recreation Area
Sheridan Blvd
Nassau Expy
Broadway
Atlantic Blvd
Beach 116th St
Beach 108th St
Beach 98th St
Beach 90th St
Beach 86th St
Beach 81st St
Beach 73rd St
Beach 67th St
Beach 62nd St
Beach 58th St
Beach 38th St
Beach 35th St
Beach 33rd St
Beach 28th St
Beach 26th St
Beach 20th St
Beach 17th St
Beach 14th St
Beach 12th St
Beach 22nd St
Beach 32nd St
Beach 44th St
Beach 51st St
Beach 59th St
Beach 67th St
Beach 75th St
Beach 83rd St
Beach 91st St
Beach 99th St
Beach 108th St
Beach 116th St
Beach 125th St
Beach 135th St
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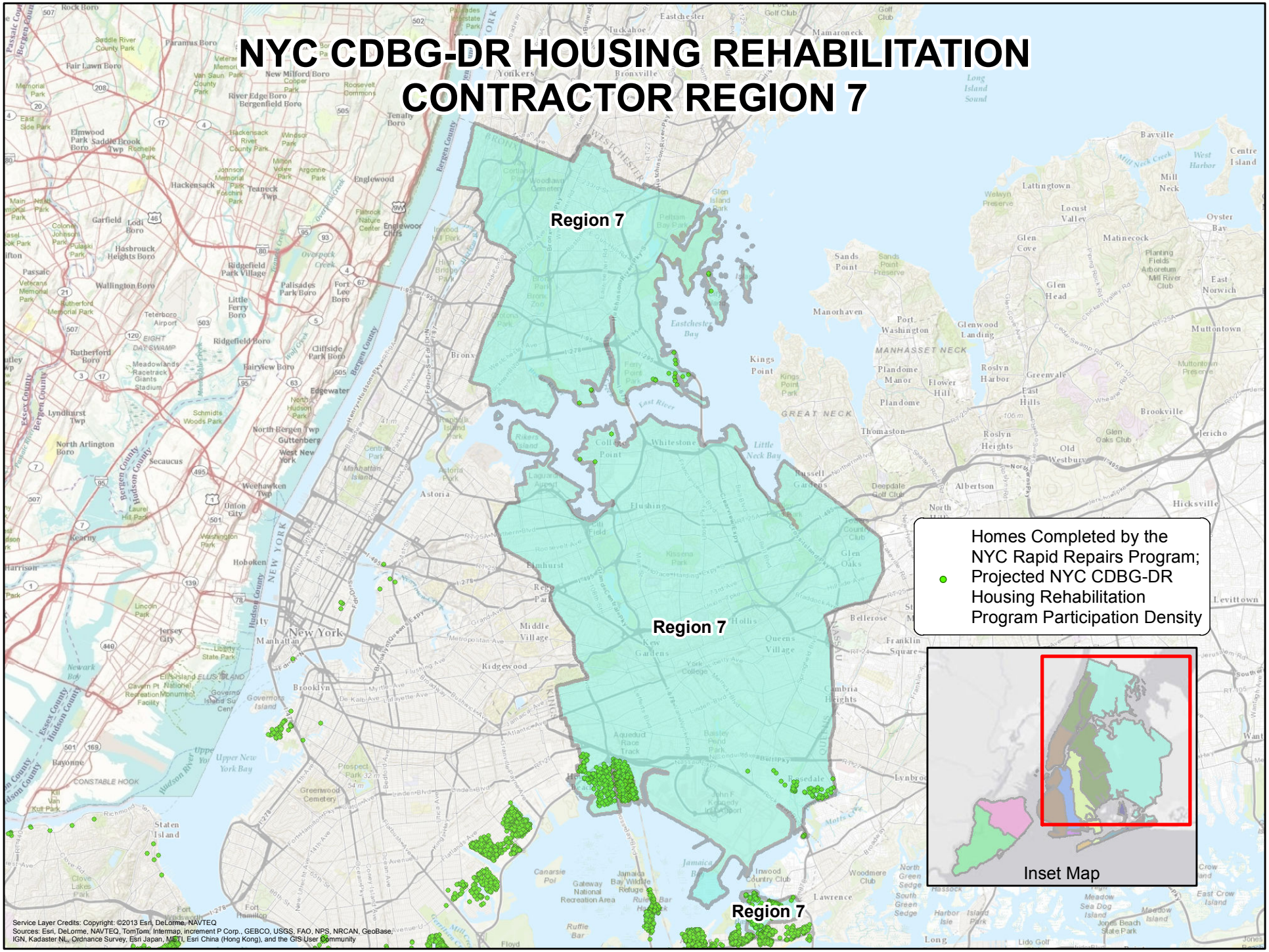
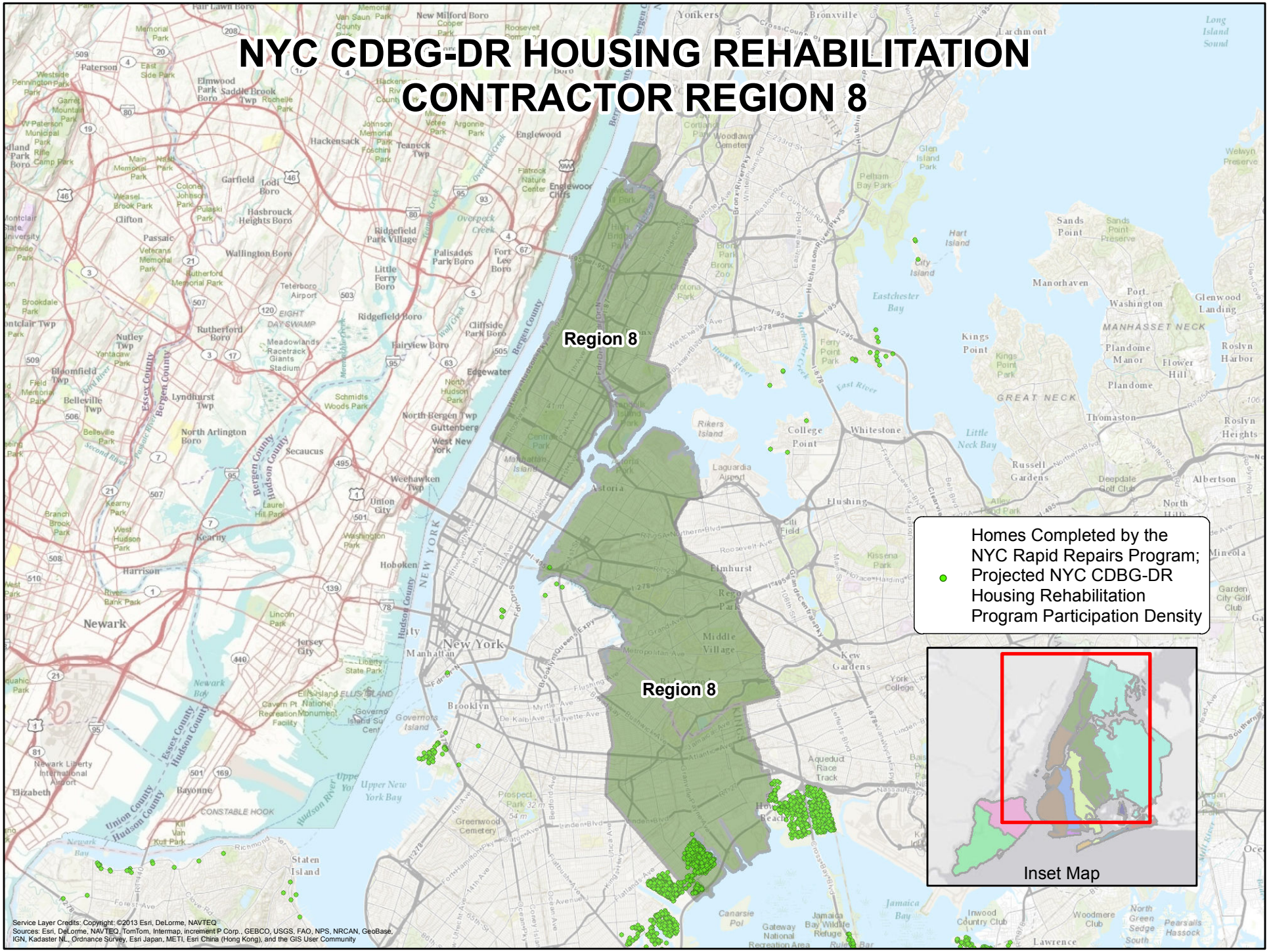
Beach 257th St
Beach 267th St
Beach 277th St
Beach 287th St
Beach 297th St
Beach

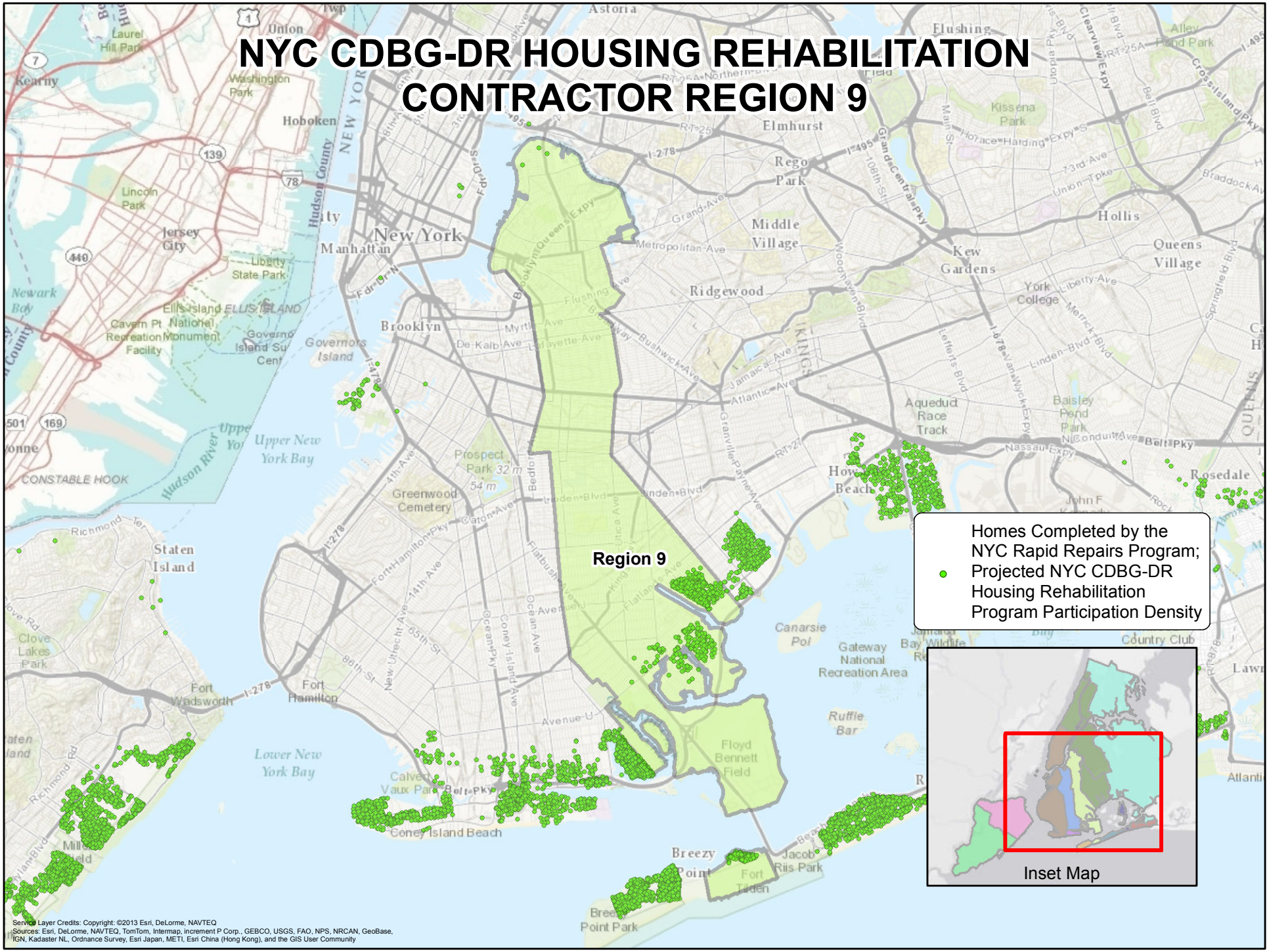
# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 7



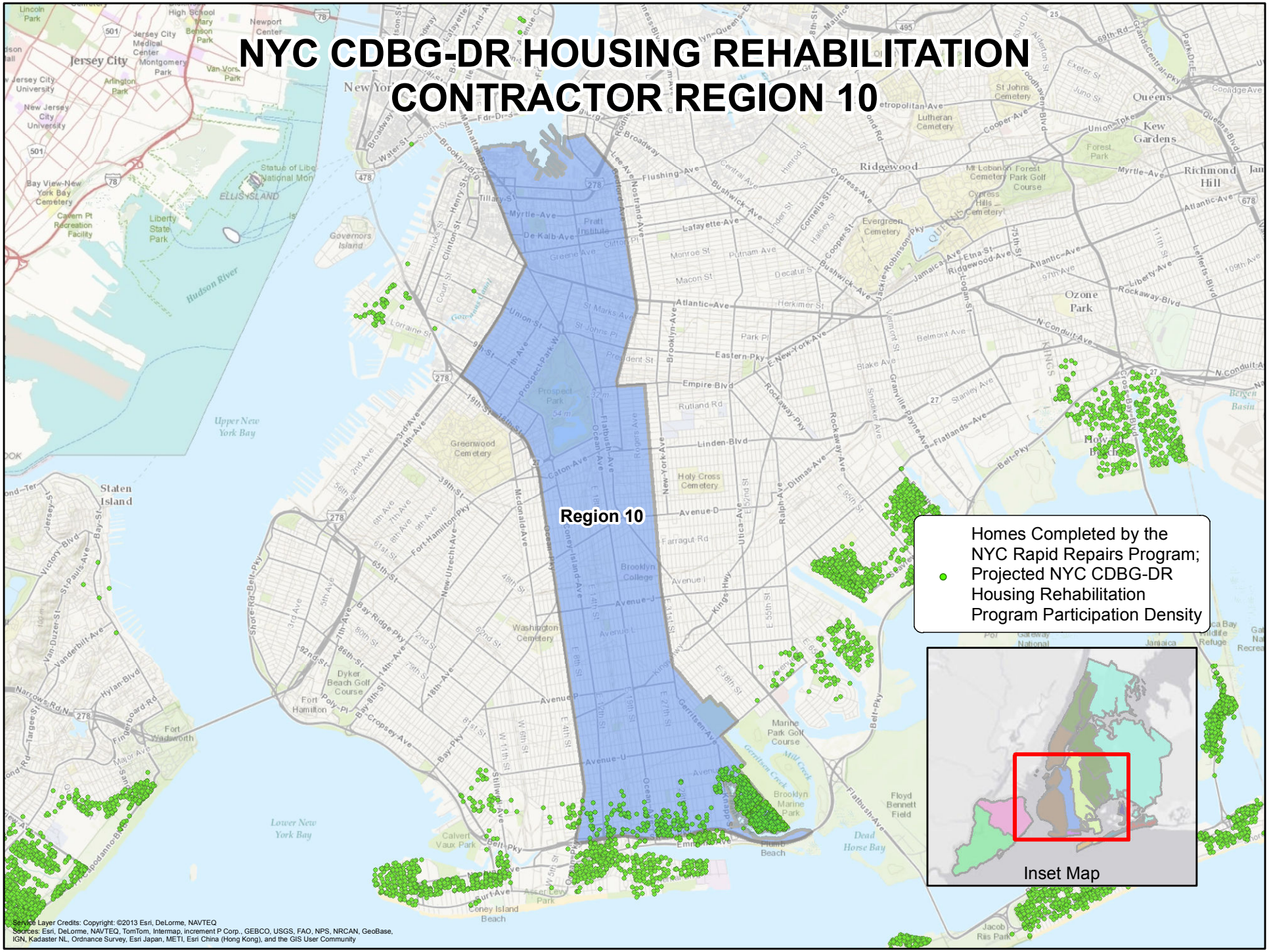
# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 8



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 9



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 10

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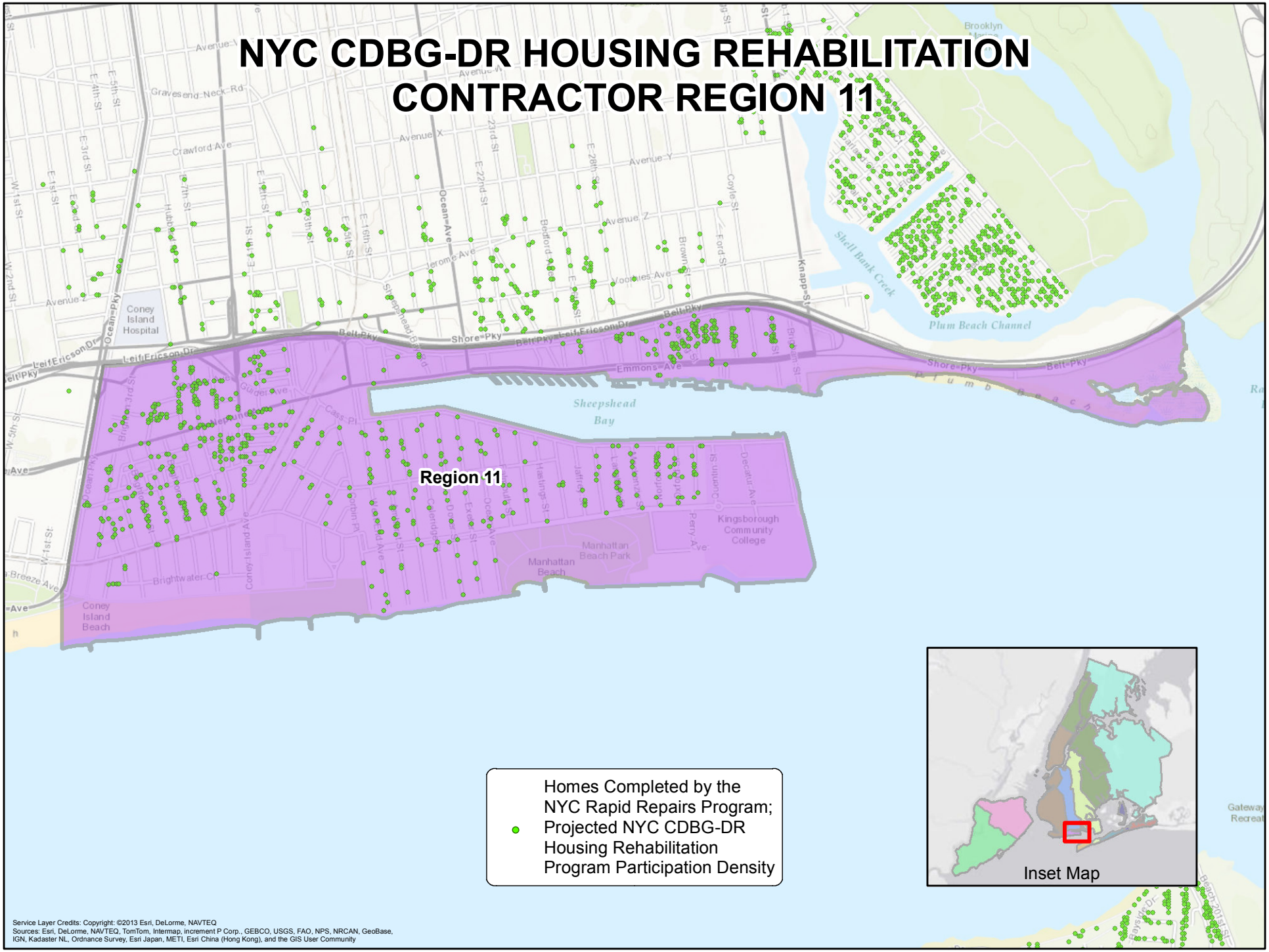
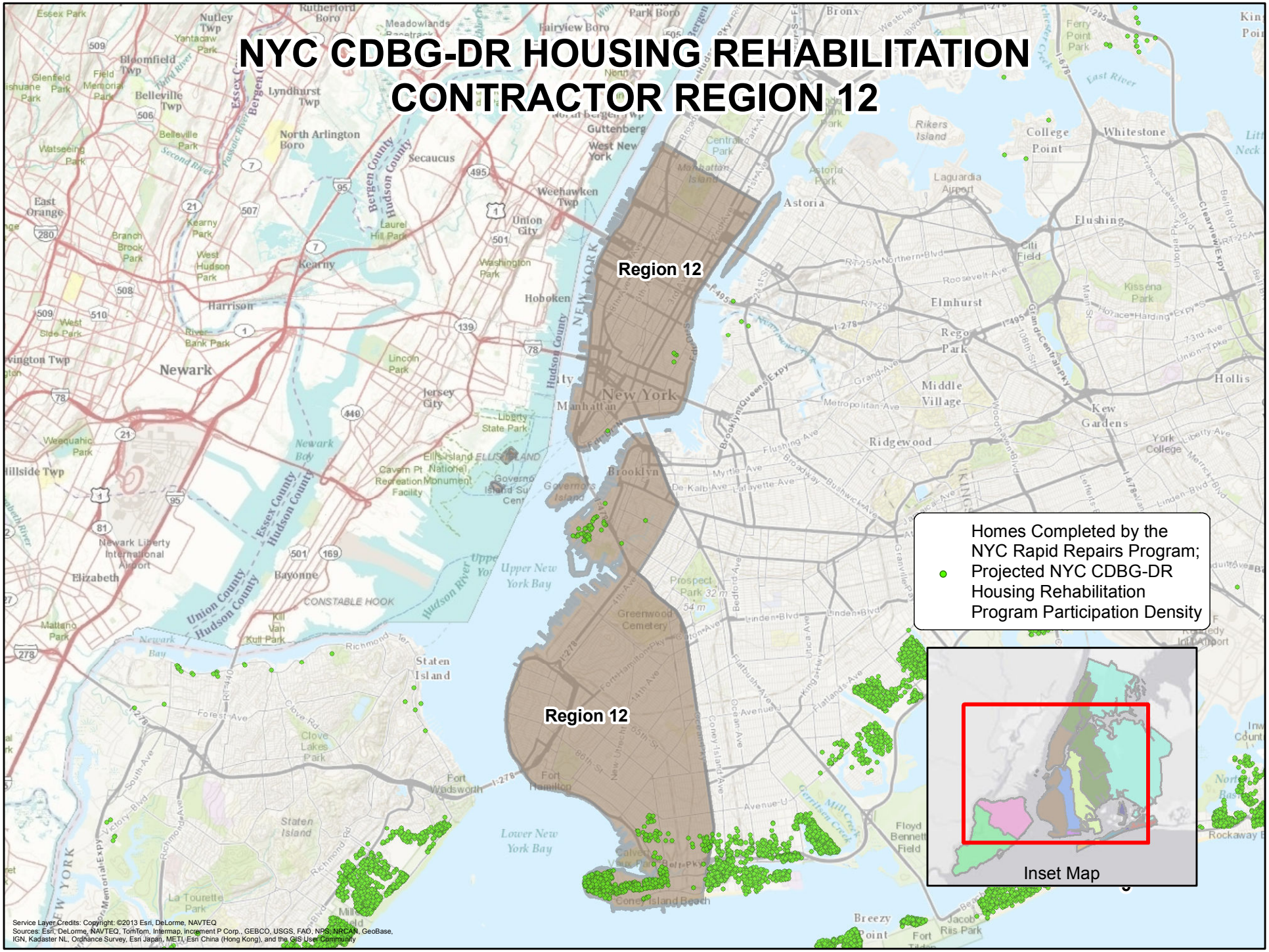
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 11



# NYC CDBG-DR HOUSING REHABILITATION CONTRACTOR REGION 12