

STANDARD SPECIFICATION
JANUARY 2010

DIVISION 1

SECTION 1A SPECIFIC REQUIREMENTS

1A.01 APPLICABILITY OF CONTRACT DOCUMENTS

- A. The Contract Documents are as defined in the "Agreement." The "General Conditions Governing all Contracts" shall apply to all work under this contract.

1A.02 SCOPE OF WORK

- A. The work of this section consists of furnishing all labor, materials, equipment and appliances, necessary and required to completely execute the specific requirements described herein.

1A.03 MAINTENANCE OF SITE

- A. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.
- B. Remove all snow and ice as it accumulates on the sidewalks within the Contract Limit Lines.

1A.04 SITE PROTECTION

- A. Provide site protection, to prevent unauthorized entry to each building. Where buildings are contiguous (connected or on adjacent building lots) only one guard shall be required. This includes but shall not be limited to, two shifts of service during normal working days. They shall be present at the site during the second and third shift hours and when workers or contractors are not present at the site. During weekends, holidays or any time the site is unattended, the guard service shall provide 24-hour, round the clock protection. This service is to be provided for the length of the contract. This service shall be performed by an established company using experienced and competent guards who possess a certificate of fitness issued by The Fire Department for fire guards. He shall perform the duties of fire guard in addition to security obligations.

1A.05 TEMPORARY TELEPHONES

- A. The Contractor shall provide a separate telephone unit, located on the site, for the duration of the contract, for Architect/Engineer use. Contractor shall pay costs for all calls and other monthly charges for his and Architect/Engineer telephone usage.

1A.06 RODENT AND INSECT CONTROL

- A. Furnish and pay for the services of a licensed exterminating company approved by

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Architect/Engineer, at the time the work is started and when each building is finally accepted by the City for the purpose of maintaining exterminating service for the control of rats, mice, roaches, and water-beetles. The exterminating company shall provide all labor, material, and equipment necessary to maintain complete exterminating service in the building under construction and the surrounding ground areas within the boundary lines to the site which shall include all temporary toilets.

- B. QUALIFICATIONS - The exterminating company must submit satisfactory evidence of at least ten (10) years experience in this class of work, including the names and addresses of at least five (5) business concerns for whom similar services have been performed by the company within the past five (5) years. The service operations must be fully uniform when making regular scheduled or emergency service visits to the job site.
- C. MATERIALS AND EQUIPMENT used for exterminating purposes shall comply in all respects with the rules and regulations of the New York City Department of Health, and the laws, ordinances, and regulations of State and Federal Agencies pertaining to such chemicals and/or materials.
- D. INSPECTIONS AND TREATMENTS by service operators of the company, of the above mentioned buildings and ground areas are to be made ,whenever it is necessary, for rats, mice, roaches, and water-beetles, with special attention given to the following condition and/or areas:
 - 1. Wet areas inside and/or outside the buildings, including all temporary structures
 - 2. All exterior temporary toilet structures and temporary toilet facility areas when erected in the interior of the building
 - 3. Field offices
 - 4. Wherever there is evidence of food waste and/or discarded food or drink containers in quantity that would cause breeding of rodents or insects herein specified
 - 5. Any other portion of the premises requiring such special attention
- E. EMERGENCY SERVICE shall be rendered within 24 hours, if requested by Architect/Engineer, at no additional cost to the owner.
- F. Service operators shall report to the Architect/Engineer, immediately upon arrival and again upon completion of each scheduled or emergency service visit to the site. He/she shall furnish the Architect/Engineer with a written detailed report of the area served and the conditions found in that area.

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1A.07 OBSTRUCTION IN DRAINAGE LINES

- A. The contractor shall be responsible for removing all obstructions occurring in all drainage lines, fittings, and fixtures after the installation and cleaning of these drainage lines, fittings, and fixtures by the Contractor, as certified by the Architect/Engineer.

1A.08 SAFETY PRECAUTIONS FOR ELECTRIC CIRCUITS

- A. Provide all safety precautions for live electrical circuits, the failure of which will cause a hazard to life and property.

1A.09 HEAD PROTECTION (HARD HATS)

- A. Provide standard protective helmets for the exclusive use of Architect/Engineer and his/her visitors.

1A.10 TEMPORARY TOILETS

- A. Furnish new materials and erect in an approved location, frame toilet room enclosures of sufficient size and dimensions to permit the housing of temporary toilet fixtures provided by the Contractor for the use of workmen and Architect/Engineer. Make ample entrance and exit space to and from temporary enclosures.
- B. The enclosures and toilet fixtures shall be approved by Architect/Engineer.
- C. Approved portable toilets may be submitted.

1A.11 DEFINITIONS

- A. Where the words "Provide" is used in the Contract Documents it shall mean the furnishing of all labor, materials, appliances, equipment, and service necessary for the fabrication and installation of articles, assemblies, and processes required for completion of that portion of the work.
- B. Where the word "Furnish" is used in the Contract Documents, it shall mean to procure, supply and deliver the said article required for the completion of that portion of the work.
- C. Whenever the word "Install" is used in the Contract Documents, it shall mean to build in, set, or place said article into an assembly or portion of the work.
- D. Whenever the word "Remove" is used in the Contract Documents, it shall mean to extract in an orderly manner an article or assembly and to dispose of said item in an approved manner off site.
- E. Wherever the initials "H.P.D." is used in the Contract Documents, it shall mean Housing Preservation and Development.

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- F. Whenever the words "As required" or "Is required" is used in the Contract Documents, it shall mean to provide labor, materials, equipment, etc. pertaining to this portion of the Contract Documents, which may be specified elsewhere in the Contract Documents and /or by the N.Y.C. Building Code requirement.

1A.12 FIELD OFFICE

- A. The contractor shall provide at his own cost a field office with a telephone for the use of Architect/Engineer and HPD Representative (See 1A.05).
- B. Field office must be equipped with; (1) desk and chair, (1) meeting table and chairs, (1) display board, (1) plan table, (1) file cabinet, (1) drinking water cooler/heater, (1) office space heater, (1) office space air conditioner.
- C. Upon completion of project, the facilities will be returned to the contractor for disposal.

1A.13 SHORING AND BRACING

- A. The Contractor shall include in his bid the cost for the services of a Professional Engineer or Registered Architect to prepare and submit to the Department of Buildings (if required): Form TR-1 Technical Report, "Statement of Responsibility", and drawings which shall outline and show the proposed method of shoring and bracing of the building during construction prior to the start of any construction. The Contractor shall submit to Architect/Engineer a copy of the TR-1 form and drawings which have been accepted and approved by the Department of Buildings.

1A.14 ASBESTOS REMOVAL

(Refer to Specifications "Asbestos Removal Supplement" Section 1D)

- A. The Contractor shall include in his bid the costs for total removal of all existing asbestos and asbestos containing materials in the building(s) where applicable and re-filing Asbestos forms. The quantities of asbestos materials to be removed as indicated in the "Asbestos Inspection Report" attached to Section 1D "Asbestos Removal Supplement"
- B. Asbestos removal and disposal shall be performed by an authorized Asbestos Abatement Contractor in full conformance with Department of Environmental Protection and other governmental requirements. Asbestos Abatement Contractor shall be submitted to Architect/Engineer for approval.
- C. Asbestos removal and disposal shall be performed prior to any demolition or construction work.

1A.15 CERTIFICATE OF OCCUPANCY

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- A. The Contractor shall obtain the permanent Certificate(s) of Occupancy for the building(s). The Contractor shall allow in his base bid for the cost of all permits, fees, or any other expenses required to obtain the required Certificate(s) of Occupancy. Architect/Engineer shall retain from the Contract the lump sum of \$5,000 for each building, which will be released to the Contractor upon delivery of the permanent Certificate of Occupancy to Architect/Engineer.
- B. The Contractor shall obtain all required Building Department approvals and sign-offs for the work of Heating and Ventilation, Electrical Work, and Plumbing required to obtain the Certificate(s) of Occupancy.

1A.16 SIDEWALK SHED

- A. The Contractor shall provide and file a permit for a new sidewalk bridge at all building street frontages prior to the commencement of any work, and it shall be removed at the completion of all work.
- B. The sidewalk shed deck shall be designed and constructed to carry a live load of 150 psf or a live load of at least 300 psf if material or equipment is to be stored thereon. The members of the sidewalk shed shall be adequately braced and connected to prevent displacement or distortion of the frame work. Where posts supporting the shed deck are placed beyond the curb, such posts shall be protected against displacement by vehicles.
- C. The deck of the sidewalk shed shall consist of planking at least two (2) inches thick, closely laid, and made watertight.
- D. Steel or other materials having equivalent strength and suitability may be used in lieu of wood to construct sidewalk sheds.
- E. Where deemed necessary by the Commissioner of Buildings, the deck shall cover the entire width of the sidewalk, except for reasonably small clearances at the building line and the curb.
- F. Sidewalk sheds shall extend at least the entire length of the face of the structure and may extend beyond the curb to such extent as may be approved by the Department of Highways.
- G. The outer side and ends of the deck of the shed shall be provided with a substantial enclosure at least 3 feet 6 inches high. Such enclosure may be vertical or inclined outward at approximately 45 degrees, and shall consist of boards laid close together and secured to braced uprights, or galvanized wire screens not less than No. 16 steel wire gauge with a 1/2" inch mesh, of corrugated metal, or of solid plywood. Temporary removal of portions of the enclosure shall be permitted for handling materials.
- H. Protect the full width of the shed extending upward at an angle of 45 degrees from the ends of the deck.

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- I. The passageway shall be wide enough to accommodate pedestrian traffic normal for that location without causing congestion, but in no case shall the width be less than 4 feet. The passageway shall have a minimum clear ceiling height of 8 feet.
- J. Unless the top deck of the sidewalk bridge is built solidly against the face of the structure in such a manner that no materials can fall onto the sidewalk, the side of the shed toward the structure shall be solidly sealed with wood or other suitable material for the full height of the shed. Solid sliding or in-swinging gates may be provided as necessary for the proper protection of the work.
- K. The underside of the sidewalk bridge shall be lighted at all times either by natural or artificial light. The level of illumination shall be the equivalent of that produced by 100 watt, 1,700 lumen minimum, standard incandescent lamps enclosed in vandal-proof fixtures and spaced 15 feet apart and 8 feet above the floor level. Artificial lighting units shall be inspected nightly, and burned out or inoperative units shall be replaced or repaired immediately.

1A.17 TEMPORARY HEAT

- A. For entire project duration, the General Contractor shall provide temporary heat as required to properly construct and maintain the work of this contract. This temporary heat shall be provided as required for completion of project, by temporary portable heating devices.

1A.18 TEMPORARY WATER SERVICE

- A. The General Contractor shall be responsible for water usage charges for the entire building, for the entire project duration. This shall include all usage charges by other trades. This shall not include the installation of temporary water metering and distribution systems, which shall be installed by the plumbing trade (See Specification, Section 15B).

1A.19 TEMPORARY ELECTRIC SERVICE

- A. The General Contractor shall be responsible for electrical usage charges for all power and lighting throughout the entire building, for the entire project duration. This shall include all usage charges by other trades. This shall not include the installation of temporary electric equipment, which shall be installed by the electrical trade (See Specification, Section 16A)

1A.20 PRODUCT APPROVAL STANDARDS

- A. Where the words "or approved equal" or other synonymous terms are used, it is expressly understood that they shall mean that the approval of any such submission is vested in Architect/Engineer Office, whose decision shall be final and binding upon all concerned. All submissions are subject to such approval.

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- B. The intent of this article is to encourage and permit competition on qualified products by reputable and qualified suppliers and manufacturers, whose products, reputation, and performance warrant approval for the conditions, intent of design, and performance considerations.
- C. Whenever a product is specified in accordance with Federal Specification, ASTM Designation, United States of America Standard Specification, or other association standard, the Contractor shall present an affidavit from the manufacturer certifying that the product complies with the particular standard specification. Where necessary and requested or specified, supporting test data shall be submitted to substantiate compliance.
- D. Whenever any product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names or similar reference, the Contractor obligates himself to submit proposals and accept awards of contract based upon the use of such products. Use of such reference is intended to establish the measure of quality which the Architect/Engineer has determined as requisite and necessary for the project.
- E. Architect/Engineer shall have the right to reject any substitution or submission of materials which have not been used successfully in H.P.D.'s projects in the last (5) five years.
- F. Approval of Non-Specified Products
 - 1. For approval of products other than those specified, the Contractor shall submit a request in writing to the Architect/Engineer Office. Requests shall clearly define and describe the product for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data, list of references, or other information necessary to completely describe the item.
 - 2. The Contractor shall submit to the Architect/Engineer Office for approval four (4) copies of a complete list of suppliers, materials, and equipment he proposes for use in connection with this project.
 - 3. Substitution or approval of products will be considered only under the following conditions:
 - a. The Contractor shall place orders for specified materials and equipment promptly. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed within ten (10) days after approval by the Architect/Engineer of the item listed in the specifications.

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- b. The unavailability beyond the control of the Contractor will only be accepted if due to strikes, lockouts, bankruptcy, discontinuance of the manufacture of a product, or Acts of God.
 - c. Requests for such substitution shall be made in writing to the Architect/Engineer within ten (10) days of the date that the Contractor ascertains he cannot obtain the materials or equipment specified.
 - d. Request shall be accompanied by a complete description of materials or equipment, which the Contractor wishes to use as a substitute as, described above.
 - e. Architect/Engineer shall have the right to reject any substitution or submission of materials which have not been used successfully in H.P.D.'s projects in the last (5) five years. This also applies to approval of any non-specified product.
- 4. When the Contractor has, in the opinion of Architect/Engineer Office established equivalence on an article to that which is specified, the Contractor alone is responsible for all coordination necessary with all trades; substitutions made on any basis may not result in additions to the contract price for any reason either direct or indirect. If substitutions are suggested by the Contractor, he must be responsible for all consequences arising from such substitution. Architect/Engineer approval of the substitution does not relieve the Contractor of the responsibility for any interference, controls, or other consequences arising from the substitution. The Contractor shall submit shop drawings at the time of first submission or thereafter for any consequent work in connection with such substitution. The cost of any such charges shall be paid for by the Contractor.
- G. After any material or piece of equipment has been approved, no change in brand or make will be permitted unless satisfactory written evidence is presented and approved by Architect/Engineer Office that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and the substitution of a suitable material is an urgent necessity, or that other conditions have become apparent which indicate that the approval of such other material is in the best interest of HPD and the Architect/Engineer.
- H. Maintenance and Operating Instructions:
 - 1. The Contractor shall submit all comprehensive sets and materials on maintenance and operating instructions for all equipment to HPD and Architect/Engineer.
 - 2. The Contractor shall provide full instructions to designated representative of HPD and Architect/Engineer regarding operation and maintenance of all machinery, apparatus and other work installed by Contractor.
- I. Warranty:

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1. The Contractor warrants to HPD and Architect/Engineer that all materials and equipment furnished under Contract and covered by these Specifications, will be new and good quality, and under full guarantee from manufacturer.
2. All installed work shall be free from defects not inherent in the quality required or permitted, and all the work will conform to the requirements of the Contract Documents.
3. The Contractor warrants all items of work furnished and installed under all Sections of this Specification for (1) one year, in addition to manufacturer's standard warranties. All warranties shall be from the date when **Final Certificate of Occupancy** is issued from Department of Buildings.

END OF SECTION