FASHION INSTITUTE OF TECHNOLOGY
FAÇADE REPAIRS
KAUFMAN HALL - 406 WEST 31ST STREET
INVITATION FOR BID NUMBER C1747R

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SECTION I:
NOTICE TO BIDDERS

SECTION I: NOTICE TO BIDDERS

FASHION INSTITUTE OF TECHNOLOGY
FAÇADE REPAIRS
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INVITATION FOR BID NUMBER C1747R

For the purposes of this project (the "Project") the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as "FIT" unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price). **The original bid security must also be received by FIT by the bid due date and time** and must either be mailed to 227 W 27th Street, New York, NY 10001 or dropped off at 333 7th Avenue (16th Floor), New York, NY 10001. **Only those bids received in the FIT Purchasing Dept. inbox by 12:00:00 P.M. on October 6, 2026, will be considered. The timestamp on the FIT server shall serve as the official time of receipt.** Bids received after 12:00:00 P.M. on the bid due date will be considered late and will not be considered. **The public opening, reading, and disclosure of bids will be conducted by livestream as specified in Section VII – Bid Designation.** Bid results are not official until each package has been fully reviewed.

ATTACHMENT A - BID CHECKLIST

FASHION INSTITUTE OF TECHNOLOGY
FAÇADE REPAIRS
KAUFMAN HALL - 406 WEST 31ST STREET
INVITATION FOR BID NUMBER C1747R

Bidder shall meet all requirements stated in the Bid and shall submit all required documents and information with the Bid**. Each Bid must be complete and stand on its own. Documents or information previously submitted to FIT in connection with another procurement, project, or prior Bid do not satisfy the requirements of this Bid and must be submitted again with the current Bid.** Bidders are responsible for reviewing the Bid documents and this checklist carefully and ensuring that their Bid is complete at the time of submission.

Failure to submit a required document or information **may result in rejection of the Bid**. FIT reserves the right to determine whether a Bidder has substantially complied with the Bid requirements and whether any missing or incomplete information may be requested or accepted after the bid deadline, in accordance with applicable FIT and SUNY procurement requirements.

Bidder should confirm that the following items are included with the Bid:

☐ **Did you attend the mandatory site inspection?**

☐ **Did you include all required documentation?**
(See Bidder Requirements, including proof of being in business, permits, licenses, certifications, and other required documentation.)

☐ **Did you include the completed and signed Form of Bid?**
(See Section VIII.)

☐ **Did you include the completed and signed Non-Collusive Bidding Certification?**
(See Section IX.)

☐ **Did you complete the Bid Analysis Form in full?**
(See Attachment C.)

☐ **Did you complete the Contractor's Proposal Form in full?**

☐ **Did you complete the Bid Form Spreadsheet in full?**

☐ **Did you sign and acknowledge each Addendum issued for this project?**
(It is the Bidder's responsibility to check FIT's "Current Bid Opportunities" webpage (https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php) for any addenda issued prior to submitting its Bid.)

☐ **Did you complete the Contractor Reference Sheet by providing references to at least three (3) different prior contracts that have been successfully completed within the past five (5) years that are similar in size, scope, and nature to the project indicated for this Contract?**
(See Attachment B. Do not list FIT as a reference for projects of similar size and scope.)

☐ **Can you provide the required levels of insurance coverage?**
(See General Conditions – Article 15.)

☐ **Did you include the required Bid Security?**

☐ **Did you include a valid New York State Department of Labor Certificate of Contractor Registration with your Bid, as required by New York State Labor Law Section 220-i?**

☐ **Did you provide proof of years in business/date of incorporation?**

☐ **If subcontractors will be used, does the proposed subcontracting percentage comply with the requirement that subcontracting shall not exceed 30% of the project cost?**

☐ **Did you include an audited or reviewed financial report for the last two (2) years with your Bid?**

IMPORTANT

Bidders are responsible for ensuring that all required documents and information are submitted with their Bid by the bid deadline. FIT strongly recommends that Bidders review this checklist and the complete Bid documents before submitting their Bid.

ATTACHMENT B - CONTRACTOR REFERENCE SHEET
FASHION INSTITUTE OF TECHNOLOGY
FAÇADE REPAIRS
KAUFMAN HALL - 406 WEST 31ST STREET
INVITATION FOR BID NUMBER C1747R

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: **(Do not list FIT as your projects of similar size and scope.)**

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

FIT
Interviewer: _____ Signature: _____Date: _____

SECTION II:
BID TERMS AND CONDITIONS

SECTION II. BID TERMS AND CONDITIONS

SPECIFICATIONS FOR
FASHION INSTITUTE OF TECHNOLOGY
FAÇADE REPAIRS
KAUFMAN HALL - 406 WEST 31ST STREET
INVITATION FOR BID NUMBER C1747R

I. INTRODUCTION

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College") and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the Contract Documents, (including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings), attached hereto and incorporated herein.

Under no circumstances will FIT be liable for any costs incurred by Bidders in preparation and/or production of a bid submission nor for any Work performed prior to FIT's written authorization to proceed on Contract.

II. SUMMARY OF SCOPE OF WORK

The Work of the Project is defined by the immediately following Project Description herein below and by the Contract Documents.

Project Description**:** Provide labor, materials, tests, tools and equipment to complete the Façade Repairs Kaufman Hall - 406 West 31st Street Project. Contractor may begin survey and procurement of materials following award. Please refer to the specifications and drawings. The Contractor is to coordinate with FIT's On-Call Security Devises and Wiring Contractor, if applicable.

The installation of all equipment in accordance with the Manufacturer's

Installation/Operation & Maintenance Manuals & Instructions shall be followed.

III. BIDDER REQUIREMENTS

Bidder shall meet all of the following requirements and shall submit all information and documentation required herein with the Bid. Failure to comply with any of these requirements shall be grounds for rejection of the Bid. FIT reserves the right to reject Bids that contain incomplete information or bid security, conditions not specified in these Bid Terms and Conditions, or documents submitted on a form other than that provided by FIT. FIT reserves the right to determine whether a Bidder has substantially met all Bid requirements and to request additional information prior to making such a determination. **The written Bid Documents govern and cannot be modified orally.**

A. Bidder shall have been primarily a **General Contractor in façade repair work in NYC in connection with Local Law 11 compliance** for a minimum of twelve (12) years as of the Bid Opening Date. Proof shall be submitted with the Bid.

B. Bidder shall have satisfactorily performed work of the complexity, size, scope and nature, and total project value to be performed under this Contract, as evidenced by **references from at least three (3) different successfully completed contracts in an installation similar to those indicated for this Contract in the past five (5) years.** Bidder shall complete Attachment B – Contractor Reference Sheet for each reference, including project location, dollar value of contract, initiation and completion date, name, title, address and telephone number of contact person. References cannot be members of FIT staff or FIT consultants.

C. **Bidder shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of the Bid.**

D. Bidder is responsible for all necessary field measurements, all necessary data on the existing conditions and verification of all quantities and dimensions listed in the Project Specifications and Drawings, if applicable.

E. By submitting a Bid, Bidder agrees that s/he has examined the Contract Documents, visited the site, noted all conditions and limitations affecting the Work, and fully understands the nature of the Work. Bidder is required to inform FIT in writing immediately of any instance where changed conditions are encountered.

F. Bidder shall submit documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years, with the Bid.

G. Bidder, upon request, shall submit copies of current licenses and certifications applicable to the work, including, but not limited to, licenses issued by the Commissioner of Buildings of the City of New York. Proof of the following certificates will also be required: 10 Hour OSHA Outreach Training Program; Asbestos Awareness Training, FDNY Certificate of Fitness, with the Bid.

IV. APPROVAL OF SUBCONTRACTORS

Subcontracting shall be permitted **not to exceed 30%** of the work of the Project as determined by FIT. The ratio of the contractors and subcontractors work must be included with your bid submission. All subcontractors are required to gain prior written approval by FIT's Facilities Director. The General Contractor will be the Prime Contractor (hereinafter "Contractor) and shall be permitted to Subcontract the following types of Services:

- Services to develop, amend and/or upgrade EHS Plan
- Demolition
- Masonry
- Metal Fabrication
- Leak detection system installation
- Lightweight insulated concrete installation

The Contractor will require that the terms of this Contract apply to the sub-contractors and shall cause all sub-contractors to comply with the terms of this contract.

V. BID SECURITY

Failure to provide Bid Security in the prescribed manner shall result in the rejection of the Bid.

Bidder shall provide Bid Security in the form of either a bid deposit or a bid bond, at Bidders option. The bid deposit shall be in the form of a certified check made payable to "Fashion Institute of Technology" in an amount no less than two percent (2%) of the total bid price. The bid bond shall be in an amount no less than ten percent (10%) of the total bid price.

VI. PRE-BID SITE INSPECTION AND QUESTIONS

A **mandatory** Pre-Bid Site Inspection for prospective Bidders will be held on **September 18, 2026, at 10:00 A.M. at Kaufman Hall located at 406 W 31st Street, New York, NY 10001**. **(If this bid is a rebid and you attended the original mandatory walkthrough, you are still required to attend the mandatory rebid walkthrough to remain eligible to bid.) Failure to attend shall be grounds for rejection of your Bid. Please also bring a business card.**

Bidder shall examine the Bid documents carefully. Before bidding, Bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. Questions shall be submitted in writing to the attention of Purchasing Department via email: purchasingbids@fitnyc.edu, no later than **September 25, 2026 on or before 3:00 P.M**. *Answers shall be provided in the form of an Addendum and be posted on the FIT purchasing department website*. Reference Bid number **C1747R.**

VII. BID DESIGNATION

A. FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price **The original bid security must also be received by FIT by the bid due date and time** and must either be mailed to 227 W 27th Street, New York, NY 10001 or dropped off at 333 7th Avenue (16th Floor), New York, NY 10001. **Only those bids received in the FIT Purchasing Dept. inbox by 12:00:00 P.M. on October 6, 2026, will be considered. The timestamp on the FIT server shall serve as the official time of receipt.** *Bids received after 12:00:00 P.M. on the bid due date will be considered late and will not be considered*. All bids received will be publicly opened and read, and the identity of all bidders will be publicly disclosed by means of livestreaming on a publicly accessible website at 12:15 P.M. on October 6, 2026. The livestream will be available at http: C1747R Live Bid Opening

Google Meet joining info

Video call link: https://meet.google.com/kdf-snjn-nzs

Or dial: (US) +1 662-685-2098 PIN: 857 257 581#

A record of the bids received will be posted on FIT's website within five (5) days of the bid opening at: FIT Current Bid Opportunities

Bid results are not official until each package has been fully reviewed

VIII. PREPARATION OF THE BIDS

A. Bids must be submitted on the forms supplied by FIT in the Bidder's full legal name or the Bidder's full legal name plus a registered assumed name. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Bidder exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT

B. Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.

C. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions.

Only those Bids received in the FIT Purchasing Dept. inbox (purchasingbids@fitnyc.edu) by 12:00:00 PM on October 6, 2026, will be considered. The timestamp on the FIT server shall serve as the official time of receipt.

D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.

E. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

IX. AWARD OF CONTRACT

A. The award of the Contract shall be made to the Bidder submitting the lowest responsible bid if, in the opinion of FIT, the bid is responsive to the bid solicitation, and such Bidder is responsible and qualified to perform the work involved in the sole discretion of FIT. The lowest bidder will be considered the contractor with the lowest bid for the base bid. In case FIT will decide to include the 'alternate' in the scope of work, the lowest bidder will be considered the contractor with the lowest total of the base bid plus the alternate bid.

B. FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.

C. FIT reserves the right to limit the number of concurrent projects awarded to any one contractor.

D. During the term of the Contract, the Contractor shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.

E. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.

F. Prior to the opening of the bids, Bidder shall promptly notify FIT of Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

X. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and bond required within ten (10) days after such Bidder has received notice of the acceptance of such bid, shall forfeit to FIT as damages for such failure or refusal, the security deposited with the Bid or the sum of the difference between the total bid of the successful Bidder and the total bid of the Bidder submitting the next lowest bid, whichever sum shall be higher.

XI. PREVAILING WAGE

This contract is subject to New York State Labor Law 220, Article 8 Prevailing Wage Schedules. The Contractor shall submit with, each invoice, certified payrolls for all labor. Submission of a Certified Payroll with invoice in full compliance with labor laws is a condition of payment.

Contractor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements in accordance with the Labor Law.

A copy of the prevailing wage schedule, for New York County, can be found at the New York State Department of Labor website. (**PRC# 2026026693)**

www.labor.ny.gov

Bidder must also comply with all applicable federal, state, and local laws rules, regulations, requirements, and codes, including but not limited to, the statues regulations, laws, rules and requirements specifically referenced in the documents annexed hereto.

XII. M/WBE AND SDVOB

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: http://www.esd.ny.gov/mwbe.html to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: https://online.ogs.ny.gov/SDVOB/search."

XIII. MISCELLANEOUS

A. FIT reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders who might be, in FIT's sole discretion determined to be viable bidders for contract award, prior to the award.

B. FIT reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the bid, and to make an award for any or all remaining portions.

C. FIT reserves the right to eliminate mandatory requirements unmet by all bidders.

D. Any additional vendor terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.

E. Unless otherwise specifically stated in the Bid Terms and Conditions, all specifications and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements.

F. FIT reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the Bid and whose bid is considered to best serve FIT's interest. In determining the responsiveness and responsibility of the bidder, FIT may consider the following factors, including but not limited to: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with relevant laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality, and adaptability of the bidder's equipment, supplies and/or services to the required use; and the ability of the bidder to provide future maintenance, service, and parts.

SECTION III:
CONTRACT TERMS AND CONDITIONS

SECTION III. CONTRACT TERMS AND CONDITIONS

I. COMPLIANCE REQUIREMENTS

All work hereunder, including but not limited to material and installations, shall be in compliance with the Contract Documents including both specifications and drawings, as well as all applicable state and local building codes (such as the New York City Building Code) and the rules, regulations of governmental agencies and utility companies having jurisdiction over the work.

The following additional notes shall be considered as part of the officially filed drawings:

NONE

THE WORK:

Unless modified by the Contract Documents, the work of each section of the specifications shall include all labor, materials, testing, tools and equipment necessary and reasonably incidental to **repair the façade.**

WORKMANSHIP:

All work shall be performed by persons skilled in the work. Work shall be installed true to dimension, plumb and level with neat, accurate cutting and fitting of all materials in accordance with recognized standards of workmanship.

ON-SITE VERIFICATION:

The Contractor shall verify all dimensions and site conditions prior to commencing the work. Dimensions may not be scaled from drawings. Should there be a discrepancy, Contractor is to notify FIT Facilities Director and Architect immediately for clarification.

COORDINATION OF THE WORK:

The Contractor shall be responsible for the coordination of the work and the means and methods of construction and provide FIT with the resume of Contractor's project manager ("Project Manager"). FIT's Facilities Director shall approve the Project Manager and reserves the right to request a replacement Project Manager upon reasonable notice.

WORK HOURS:

Regular work hours are from **7:00 am to 6:00 pm** unless otherwise specified in the Contract Documents. Contractor will have reasonable access to the site in order to complete the work in the given time frame. Contractor shall comply with FIT's additional work rules related to such extended access. All labor costs required to meet this deadline are the sole responsibility of the Contractor and shall be included in the contract price. FIT reserves the right to put the work on hold on three (3) occasions during the course of construction for any length of time and for any reason.

PERFORMANCE AND PAYMENT BONDS

In addition to the insurance and bond requirements specified in the General Conditions, Performance and Payment Bonds shall be required for the Work of this Contract.

A. Simultaneously with the delivery of the executed Contract, Contractor shall furnish to FIT and maintain, at its own cost and expense a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price as security for faithful performance of the Contract and also a Labor and Material Payment Bond in an amount at least equal to one hundred percent (100%) of the Contract price for the payment of all persons performing labor on the project under the contract or furnishing materials in connection with the Contract. The surety on such bonds shall be a surety company rated B+ or better by A.M. Best Company, shall be licensed to do business in the State of New York, and shall hold a certificate of authority as an acceptable surety on federal bonds or otherwise satisfactory to FIT.

B. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to each bond a certified and effectively dated copy of their power of appointment.

CONFLICTS, ERRORS AND OMISSIONS:

1. The Contract Documents and typical details apply throughout the work unless noted otherwise.

2. In the event that certain features of the work are not fully shown on the drawings, Contractor must obtain clarification from the FIT Facilities Director and Architect through the use of an AIA Standard RFI form (copies can be obtained from the Architect) before proceeding with the work.

3. In the event of conflicts with the drawings and/or specifications, the Contractor must promptly notify the FIT Facilities Director and Architect. The Architect will determine which shall govern.

MANUFACTURER'S PRODUCTS AND FABRICATIONS:

1. All manufacturers and fabricators printed warnings for handling of their products must be strictly observed.

2. All products and materials must be provided and installed in strict accordance with the requirements and recommendations of the manufacturer. In the event of conflict between the drawings or the specifications and the manufacturer's requirements and recommendations, Contractor must notify FIT Facilities Director and Architect to obtain clarification before proceeding with the work.

3. Contractor must verify all materials and manufactured items to be in conformance with applicable codes and regulations.

DELIVERY AND STORAGE OF MATERIALS:

1. All materials shall be new and delivered to the site in original, unbroken containers.

2. All materials shall be inspected by the Contractor at time of delivery and Contractor shall reject material evidencing damage or other defects.

3. Contractor shall provide secure and environmentally compatible storage facilities for all materials in accordance with the recommendations of the manufacturer.

PROJECT SCHEDULE:

1. Contractor shall attend a Project Initiation Conference, prior to the commencement of work at the site. Attending this Conference on behalf of the Contractor shall be an officer of the Contractor and the Project Manager assigned to the project. He/she shall also present all submittals required by the Contract Documents, such as Insurance Certificates, product tear sheets (not at the initial conference), copy of the General Liability insurance policy (amended to reflect required additional insureds), etc. Project access, storage locations, required crew size and other relevant issues shall also be addressed at this Conference.

2. Contractor shall be required to commence work of the **façade repairs at Kaufman hall - 406 West 31st Street** within five (5) working days of receipt of a Notice to Proceed from FIT. The shop drawings process and ordering need to proceed first. Work shall commence on or about **July 1, 2026**. **The project shall be Substantially Completed no later than December 30, 2027.** Contractor must be de-mobilized and leave the job site on the ending date of work period. Only close- out, administrative tasks may continue beyond the closing date. Unless otherwise specified, the work is to be performed solely between the hours of **7:00 A.M. to 6:00 P.M.,** Monday through Friday, legal and union holidays excluded. All labor costs encountered to meet this deadline are the sole responsibility of the Contractor and shall be included in the Bid Price. FIT reserves the right, at no financial liability associated with the same, to put the Project work on hold on as many as three (3) separate occasions during the course of the Project for any length of time and for any reason.

3. On Monday of each week during the construction period, the Contractor shall email to FIT's Facility Director (or such other individual as FIT may designate at its sole discretion) a written report outlining the work completed during the preceding week and the work planned for the upcoming week. Included will be any unforeseen or anticipated problems regarding implementation of the work, in addition to Change Order requests, submission data, etc. Daily reports **MUST** be submitted to the CM and or the Facilities Department Designee.

4. Job meetings will be held at the site on dates to be determined by Architect and FIT. These meetings shall be attended by an officer of the Contractor, the Project Manager, FIT's representative, and the Architect. The purpose of these meetings will be to review the status of the project, discuss any potential changes to the project scope, and resolve any problems relating to successful completion of the work

5. Owner's meetings will be held weekly via zoom and in person when needed. The dates to be determined by the Architect and FIT. These meetings shall be attended by the Contractors Project Manager, FIT, and the Architect. The purpose of these meetings is to keep the Owners informed of the process and to discuss any issues relating to the successful completion of the work.

PAYMENT:

In accordance with, and in addition to, the payment requirements of the Contract Documents, the Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates, and certified payrolls. Filing of such payrolls shall comply with the New York State Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information and/or documentation at any time.

Contractor is required to submit Monthly Contractor's Compliance Form (as attached in Section XII. Affirmative Action Form) with each Payment Requisition.

Contractor is required to submit a Certificate of Monthly Payment/Lien Waiver signed by each Sub-contractor with each Payment Requisition.

Contractor is required to submit Waste Management Form with each Payment Requisition.

LABOR HARMONY:

A. Contractor is advised that he/she must maintain labor harmony throughout the duration of the Contract. All labor disputes, slowdowns, strikes and/or sympathy actions will be the sole responsibility of the Contractor to resolve in order to maintain harmony.

B. All costs, delays and scheduling impacts associated with any labor dispute that arises from such action or inaction will be borne by the Contractor.

C. Contractor will also be responsible for all costs, damages and scheduling impacts which affect and disrupt any other workers on site as well as FIT employees.

D. It will be the Contractor's responsibility to resolve all labor disputes immediately.

Contractor is further advised that FIT has a large union presence on the campus. All work performed by the Contractor must provide the required labor harmony to perform work without labor incident or dispute which can delay, obstruct or effect the work and project schedule, or interfere with FIT's ability to operate.

II. GENERAL NOTES

In accordance with, and in addition to, the requirements of the Contract Documents:

1. All work listed on the construction notes and shown or implied on all drawings shall be supplied and installed by the Contractor unless otherwise noted on drawings and/or in specifications.

2. Contractor to determine coordination of trades.

3. Contractor shall verify all dimensions and conditions shown on drawings and shall notify FIT Facilities Director and Architect of any discrepancies, omissions, and/or conflicts before proceeding with the work.

4. Contractor must comply with the rules and regulations of agencies having jurisdiction and shall conform to all construction and safety codes, statutes and ordinances. All fees, taxes, permits and applications to be obtained through governmental agencies shall be the responsibility of the Contractor.

5. Contractor shall comply with the rules and regulations of the building as to hours of availability of loading docks and elevators for the purposes of delivery, waste removal and other needs related to the work. Coordination with FIT Facilities Department is required for the handling materials, movement in and out of building, equipment and debris to avoid conflict and interference with normal building operations.

6. All drawings and construction notes are complementary and what is called for by any will be binding as if called for by all.

7. Contractor shall maintain a current and complete set of construction documents on the construction site during all phases of construction.

8. Do not scale drawings; dimensions shown govern. Larger scale drawings shall govern over smaller scale.

9. Contractor shall maintain a current and complete set of shop drawings on the construction site

10. Contractor shall maintain a current and complete RFI (Request for Information) log on the construction site.

11. Contractor shall submit for approval, prior to commencing work, a list of all sub-contractors to FIT's Facilities Director, with the name, address and phone number of the principal contact of each sub-contractor. In addition, he will file with the owner the emergency numbers available for 24-hour contact.

12. All work shall be performed by skilled and qualified workmen in accordance with the best practices of the trades involved and in compliance with building regulations and/or governmental laws, statutes or ordinances.

13. All materials shall be new, unused and of professional quality, unless otherwise noted, installed as per manufacturer's recommendations and instructions.

14. For purposes of the Specifications and Drawings sections in the Contract, the use of the words "Supplied By" or "Provided" in connection with any item specified is intended to mean that such item shall be furnished, installed and connected where so required.

15. All approvals of submittals shall be for design intent only. Contractor shall be responsible for quantities, dimensions and compliance with Contract Documents and for information pertaining to fabrication processes or techniques of first class construction and for coordination with other trades.

16. All work shall be erected and installed plumb, level, square, true and in proper alignment.

17. Contractor shall be responsible for cutting, patching and restoration required for this work.

18. If, during the course of construction, Contractor believes materials that might contain asbestos may be disturbed during performance of the work, Contractor shall immediately notify FIT of the area(s) of concern, and stop work if that area would be disturbed by the continuing work.

19. All correspondence to FIT shall be directed to the attention of the FIT Facilities Director with a copy of the same forwarded to the Architect.

20. Contractor shall at all times keep the premises free of accumulation of waste materials and rubbish; premises to be broom swept clean daily. At the completion of the work, Contractor shall leave the job site free of construction debris and materials, and "broom clean" including thorough cleaning of toilets, bathrooms, electrical closets, stairwells, and all areas of work or staging, etc.

21. Contractor shall provide all necessary protection against dirt and damage within the premises, as well as public areas, and shall be responsible for keeping these areas clean and free of materials at all times.

22. Contractor shall verify location of existing utilities and coordinate with location shown on drawings.

23. During construction, security and fire exit doors must remain unobstructed at all times.

24. Contractor shall take every precaution to properly protect all existing construction to remain. Contractor shall be responsible for all damaged areas to be returned to original condition.

25. Contractor shall schedule construction, in such a manner so as not to disturb areas outside of the area under construction during normal operating hours. The Contractor shall coordinate with FIT Facilities Director minimum of 24 hours prior to any disruption of services to those areas not under construction even if such a disruption occurs during or after normal operating hours.

26. Contractor shall staff the project with a Project Manager with at least 5 years' experience in this type of project scope, with similar complexity and schedule requirements.

27. The acceptance of shop drawings containing deviations not specifically brought to the attention of FIT, or containing errors or omissions of any sort, shall not relieve Contractor of the responsibility for executing the Work in accordance with the Contract Documents and Contract Terms and Condition.

III. DEMOLITION NOTES

In accordance with, and in addition to, the requirements of the Contract Documents. It shall be Contractor's responsibility to perform the following:

1. Prior to commencement of selective removals and demolition work, inspect the areas in which the work will be performed.

2. Any asbestos contaminated material will be removed by FIT's certified asbestos abatement contractor prior to the work of this contract.

3. Provide temporary barricades and other forms of protection required to protect all FIT personnel, inclusive of its faculty, staff and students as well as the general public from injury due to selective removals and demolition work.

4. Remove and dispose of exposed bolts, supports, brackets, cleats, grounds, and other items, that are no longer required for the purpose for which they were originally installed.

5. Where existing work is required to be removed and replaced but found to be defective in any way, it shall be reported to the FIT Facilities Director and Architect before it is disturbed.

6. All existing work damaged or lost as a result of performing the required new work, shall be patched, repaired or replaced with new, and finished to match the existing work, or as the individual case requires at the Contractor's expense.

7. Perform cutting, drilling and removals in a manner which will prevent damage to construction which is to remain.

8. Promptly repair any and all damages to all property and finishes caused by the removals and demolition work; to FIT's satisfaction and at no extra cost to FIT.

9. Cut, patch, paint and finish existing walls, ceiling and/or floor disturbed to match existing.

10. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of existing construction. Should either of these be compromised, it is the responsibility of the Contractor to repair prior to completion.

11. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with city, state and federal statues regulations, and ordinances.

12. Work of this section shall conform to all requirements of the New York City Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, Safety, Health and Anti-Pollution regulations.

13. Work is to conform to OSHA requirements.

IV. ADDITIONAL CONTRACTOR'S RESPONSIBILITIES

In accordance with, and in addition to, the requirements of the Contract Documents:

1. Contractor shall coordinate all work with FIT Facilities Department and Director.

2. Contractor to provide daily crew manpower log/count to FIT.

3. Contractor shall perform work in a neat workmanlike manner in accordance with accepted industry standards**.**

4. FIT Facilities Department shall notify Contractor before commencing work which floors are accessible by Contractor.

5. Contractor shall mask all signs, window frames, door frames, etc. when painting around them.

6. Contractor shall use Benjamin Moore, Regal Paint, or approved equal.

7. Employee Identification and Building Access: All Managers and their crew must wear at all times company identification. All Managers and their crew must sign in and out, upon entering and leaving the facility, at the FIT front security desk.

8. After Bid opening, FIT will evaluate and review submissions and notify the lowest Bidder, who is deemed most responsive and responsible. Within five (5) business days of such written notification, such Bidder shall submit the following information. Failure to comply with these requirements in whole or part shall constitute grounds for rejection of the Bid. FIT reserves the right to

determine whether a Bidder has substantially met these requirements and to ask for additional information. Documentation of the following:

a. Health and safety training program and procedures for employees and on-site EHS Coordinator.

b. Copies of current licenses and certifications applicable to the Work, including but not limited to licenses issued by the Fire Department of New York, Department of Buildings of the City of New York, must be provided to FIT Facilities.

9. Contractor shall complete the attached Outline for Preparing Work-Specific Environment, Health and Safety Plan ("EHS Plan") which will be reviewed and approved by FIT's EHS Compliance Director prior to commencement of work. Contractor shall include the costs of completing the EHS Plan in the Bid price. Proof of the 10 Hour OSHA Outreach Training Program for Construction certificate will be required.

10. Contractor shall provide as described in the FIT Safety EHS Plan, legible copies of SDS sheets and estimates of anticipated amounts of chemicals Contractor intends to store on site to the FIT's Director of EHS Compliance for review and approval at least ten (10) days before Contractor allows on-site storage.

11. Contractor shall ensure that legible copies of all SDS are available at the location of chemical storage and available for review at all times. Contractor shall take all necessary precautions necessary to prevent vapors, fumes, or dust from leaving the work area. This includes but is not limited to the construction of negatively ventilated containments as controls.

12. Contractor shall provide as described in the FIT Safety EHS Plan a written statement of the types of project waste disposed, including the amounts and the name of the waste disposal facility for each type of waste disposed. Contractor shall provide the statement with each Payment Application. Contractor shall provide a separate copy of the statement to FIT's Director of EHS Compliance.

13. Contractor may not store Hazardous Waste on site at any time. Contractor may not generate or accumulate Hazardous Waste on site without the written approval of FIT's Director of EHS Compliance. Contractor shall obtain FIT's Director of EHS Compliance approval at least ten (10) days before the Contractor generates or accumulates Hazardous Waste on site beginning with demolition work.

14. Off-site shipments of Universal or Hazardous Waste. The Contractor may not allow the off-site removal of Universal or Hazardous Waste without the written approval of the FIT Director of EHS Compliance. Contractor will ensure that the FIT Director of EHS Compliance alone signs any shipping

papers for the off-site removal of Universal or Hazardous Waste.

15. Contractor's personnel must report daily to the FIT Security area in the Lobby of the Feldman Center before entering FIT's site. All Contractor's personnel must obtain temporary FIT identification that shall be displayed at all times while on the FIT site. While on FIT property, all Contractor's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Contractor's personnel shall not fraternize with FIT students and employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at https://www.fitnyc.edu/policies/. FIT reserves the right, in its sole determination, to eject from the campus, any Contractor personnel violating such policies, in addition to any other rights and remedies.

V. PERMITS

Contractor shall be responsible for obtaining all required Permits and paying all costs and fees associated therewith. New York City Department of Buildings (DOB) Work Permit will be required for this project. Contractor will also be required to perform the following functions as it relates to this project:

A. Contractor shall submit to FIT and Architect/Engineer appropriate Workman's Compensation and New York State Disability insurance certificates for use in securing the required Work Permits to be posted at the site. The Contractor shall provide FIT's Facility Director with the appropriate insurance tracking numbers assigned to their firm by the NYC Department of Buildings.

B. The Contractor shall submit to FIT and Architect/Engineer a copy of all Licenses as issued by the NYC Department of Buildings.

C. Permits for the work shall be posted by the Contractor in a conspicuous location at the site at all times. No work shall begin until the necessary DOB work permits have been obtained by the Contractor.

D. The Contractor shall be responsible for obtaining any other governmental permits and approvals required to undertake the work, and shall pay any and all fees associated therewith**, including but not limited to fees to the MTA for setting up a crane.**

VI. PROJECT MANAGER

1. The Contractor shall provide the services of an experienced Project Manager, who shall be in continual responsible charge of the work and shall have a valid Certificate of Fitness by the New York City Department of Buildings.

2. The Project Manager shall be on site at all times, shall speak fluent English, shall maintain on the site a complete set of these specifications (including any addenda and/or change orders, as well as all project drawings and all applicable manufacturers' instruction sheets), and shall have full authorization to make all field changes as directed by FIT's Facility Director and Architect.

3. The Project Manager shall be required to maintain a daily log at the site indicating the following:

   -the date

   -the number of workers at the site on said date

   -the specific portions and locations of the Work completed on said date

4. The Project Manager (or another authorized representative of the Contractor) shall telephone FIT's Facility Director at least once daily throughout the construction period, to report on the day's activities and the work planned for the following day.

5. The name of the Project Manager shall be submitted to FIT's Facility Director prior to initiation of the project. This Manager shall remain in charge of the project for its entire length, at FIT's discretion, unless said Manager no longer remains in the employ of the Contractor. In such case, a capable and experienced replacement shall be immediately assigned subject to approval by FIT's Facilities Director.

6. No telephone service is available at the site for use by the Contractor; therefore, the Contractor shall equip the Project Manager with a cellular telephone at the site for the duration of the Project. The Contractor shall provide FIT and Architect with the appropriate contact numbers at the initiation of the Project.

VII. SUBMISSIONS AND SUBSTITUTIONS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.

2. FIT and FIT's Architect will review and accept or take other appropriate action regarding Contractor submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. FIT's review of all shop drawings submitted by the Contractor shall be for concept only and does not remove the Contractor's responsibility for insuring that all specific details of the installation shall be performed in such a way so as to achieve satisfactory results. Acceptance by FIT and the

Architect of Contractor submittals does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

3. Where the phrase "or approved equal" or "equal as approved by FIT" occurs in the Contract Documents, the Contractor may not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically approved by FIT and the Architect.

4. Any proposed substitute products or procedures are to be submitted to FIT's assigned Architect/Engineer for prior approval with any proposed price adjustments to the contract within 14 days of the signing of the agreement between FIT and the Contractor, so that FIT and the Architect are permitted adequate time for review.

VIII. PROGRESS PAYMENTS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.

2. Progress payments will be made to the Contractor based solely on actual work completed. Furthermore, payment will not be made for the purchase of materials, nor for their transfer onto the site, nor for any costs associated with mobilization.

3. Payment requests shall be submitted to FIT's Facilities Director on AIA Documents G702 and G703.

4. Payments will be authorized based upon FIT's field visits and review of work. All FIT's decisions regarding progress payments shall be final.

5. The values quoted on the bid form shall constitute the Schedule of Values for AIA Document G703. Additional breakdown of the bid form shall be provided on the Schedule of Values and will be used for progress payments.

6. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A or equivalent forms as may be requested by FIT), up-to-date weekly written reports and timeline in bar chart form, and all submittals, certificates, permits, etc. required pursuant to the terms of the contract.

7. A 10% retainage shall be deducted from all progress payments made by FIT.

8. Payment requests shall be submitted to FIT not more than once per month.

9. Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates and certified payrolls. Filing of such payrolls shall comply with the

Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information at any time. Contractor required to submit Monthly Contractor's Compliance Form with each Payment Requisition.

10. Contractor required to submit a Certificate of Monthly Payment signed by each Sub- contractor with each Payment Requisition.

11. Contractor shall be required to submit a detailed Trade Payment Breakdown.

IX. SITE VISITS BY ARCHITECT/ENGINEER

1. Failure by Architect/Engineer to detect and/or notify the Contractor of any aspect of the Contractor's actions or materials that are not in conformance with the Contract Documents shall not remove the Contractor's responsibility to adhere to the Contract Documents in all instances, including but not limited to the Contractor's responsibility to expeditiously correct and/or replace all defective work.

2. Architect/Engineer will be the final judge as to whether the work is satisfactorily performed, and shall have the authority to order that any work deemed unacceptable or not in conformance with the Contract Documents be redone by the Contractor at no cost to FIT.

3. Architect/Engineer shall have no responsibility for the presence, discovery, identification, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

X. CHANGE ORDERS

1. FIT may order changes in the work of any quantity and without invalidating the Agreement so long as the Contract Sum and/or Contract Time of Completion are adjusted accordingly. All such changes in the work shall be authorized by written Change Order. All Change Orders shall be reviewed by Architect and authorized by a representative of FIT.

2. No work shall be performed by the Contractor unless it is specifically included in the Contract Scope of Work or authorized in advance by a bulletin issued by the Architect which will serve as the backup paperwork for a change order. The contractor needs to submit a Change Order. All work to proceed prior to approval of change orders. Change Orders will be negotiated fairly in separate meetings. All written Change Orders are to be signed by all parties.

3. Any sums to be paid to Contractor as a result of any Change Order or any sums to be credited to FIT as a result of any Change Order shall be computed

by one of the following methods:

(1) As agreed upon between the parties to the contract in writing prior to commencement of the work required by the Change Order, or;

(2) By Unit Prices detailed in the Contract Documents or subsequently agreed upon.

XI. GUARANTEES

1. All work on this project shall be guaranteed by the Contractor for a period of not less than five (5) years, or longer where covered by manufacturer warranty. Warranty to start on the day of the final signoff by FIT.

2. If within the guarantee period any of the work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly at his own expense after receipt of written notice from FIT.

XII. FINAL PAYMENT

1. Final payment (retainage) shall be released to the Contractor thirty (30) days after the project has been signed off by FIT and Architect/Engineer and the Contractor has satisfied all requirements of the Contract Documents.

2. In addition to any other requirements of the Contract Documents final payment shall not become due until the Contractor has delivered to FIT and Architect a fully executed 1-year guarantee for all work performed under this project, as well as a complete release of all liens arising out of this Contract, or receipts in full covering all labor, materials, equipment, applicable finance charges, and fines for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund to FIT all money that FIT may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

3. A Performance Bond and a Labor & Material Payment Bond, a copy of the "Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)" and "Consent of Surety to Final Payment (AIA Document G707)" shall be submitted by the Contractor prior to the release of final payment.

4. One (1) set each of record drawings (measuring 24 inches by 36 inches) indicating the "As- Built" manner of installation of all work, shall be submitted to FIT prior to the release of final payment.

5. Once the project has reached substantial completion, FIT and Architect will prepare a "Certificate of Substantial Completion". This certificate must be

signed by all parties (Engineer and Contractor), to acknowledge the date the project has reached substantial completion, and confirm agreement on a final punch-list of work to be performed. The Contractor shall be responsible for completing all punch-list items prior to release of final payment.

XIII. SUPPLEMENTAL CONDITIONS

Project Schedule. Contractor shall complete all work as specified within the time period specified in the Contract Documents, inclusive of rain days, but excluding any shutdowns authorized by FIT.

XIV. PREVENTIVE MAINTENANCE SCHEDULE

Prior to final payment, the contractor shall provide a recommended maintenance schedule from the manufacturer for quarterly, semi-annual and yearly requirements, including part numbers where applicable, upon completion of the job.

BID ANALYSIS FORM FOLLOWS

ATTACHMENT C – BID ANALYSIS FORM

FASHION INSTITUTE OF TECHNOLOGY &
FAÇADE REPAIRS
KAUFMAN HALL - 406 WEST 31ST STREET
INVITATION FOR BID NUMBER C1747R
NYS PREVAILING WAGE SCHEDULE PRC # 2026026693

Failure to complete and submit the Bid Analysis Form, Contractor's Proposal Sheet, and Bid Form Spreadsheet as required shall result in the rejection of the Bid.

Provide value from Bid Form Spreadsheet.

TOTAL BID PRICE (Total Section I through Section III - Do not include alternates or optional work)

$_____

As stated in Section IV of the front-end documents: Subcontracting shall be permitted **not to exceed 30%** of the work of the project. Please provide the ratio of the contractors and subcontractors work that will be used on this project.

Contractor _____%, Subcontractor(s) _____%

For Bidding Purposes: the following sections pricing should cover the following items:

General Requirements: permits & licenses; project meetings; administrative overhead for submissions and shop drawings; progress photos; temporary facilities & controls; storage & protection of materials; project closeout; and project record documents.

General Conditions: supervision of work; all testing; coordination drawings; safety programs; insurance and performance & payment bonds.

The undersigned, having carefully examined all Contract Documents, including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings and having examined the existing conditions by on-site visit(s), hereby submits this Bid Analysis, covering all labor, materials, equipment, tools, machinery, licensing, insurance, taxes, and fees required to perform the specified work at the above-referenced site, in accordance with the Contract Documents. **No exclusions & no exceptions**.

Company Name and Address of Bidder:

_____

_____

_____

Signature of Bidder _____ Date_____

Printed Name and Title of Representative:_____

Email Address: _____

EIN#:_____

IMPORTANT:
This bid analysis form is the **only** pricing format acceptable. Bidders **must** submit pricing using this form. **FIT will not accept bid responses on any other form.**

NOTE:
FIT will not sign any bidder generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. Bidder requirement for FIT to sign any document will be grounds for rejection. Bidder inclusion of any conditions, clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

Date:_____

Fashion Institute Of Technology
333 Seventh Avenue – 15th Floor
Attn: Mr. Sam Li, Purchasing Office

Re: Façade Repairs - Kaufman Hall
Fashion Institute of Technology
406 West 31st Street
New York NY 10001

CONTRACTOR'S PROPOSAL
Revised for 8/27/26 Re-bid

In accordance with your request, we have prepared and submit below our price proposal for the work shown on the drawings dated 08/27/2026 including any addenda subsequently issued.

All work shall conform to applicable code requirements and shall be performed using first-class materials and workmanship, comply with prevailing wage(s) requirements, and in accordance with the approved drawings and the A/E's written instructions, and code requirements. All quantities are approximate and are to be adjusted based on actual field conditions. Prices include all permits, taxes, fees, and costs as may be applicable for the proper performance of the work.

Terms and provisions of the AIA Form A101 Standard Form of Agreement shall apply.

NOTE TO ALL BIDDERS: THE SCOPE OF WORK IN THIS PROJECT IS EXPECTED TO BE PERFORMED IN TWO (2) PHASES:

PHASE I: SOUTH & EAST FACADES, Fall 2026 through June 2027
PHASE II: NORTH, WEST, AND ANY REMAINING SOUTH FAÇADE WORK NOT COMPLETED DURING PHASE I, July 2027 through December 2027

PHASE I: SOUTH AND EAST FACADES

Section I. General Conditions, Site Safety Plan and Adjacent Property Roof Protection.

Part 1. General Conditions, including mobilization, all miscellaneous job costs other than the work items specifically described below, including, but not limited to: protection of windows and air conditioning equipment to prevent dust entry, glass damage from welding sparks; protection of all roof areas subject to construction traffic; carting and any permitting associated with debris pick-up and disposal; material hoists; protection of building interior areas subject to construction traffic and all other general job requirements not specifically noted but required for proper performance of work.
Lump sum…… $_____

Part 2. Site Safety Plan and Supervision.

a. Prepare site safety and protection plans and submit to Department of Buildings for review and approval in accordance with NYC Building Code. Include both Phase I and Phase II work.
Lump sum…….. $_____

b. Site safety supervision.
To the extent required by NYC Code Section 3310.12 (and other sections referenced therein) provide supervision of the project's Qualified Person for Site Safety (QPSS).by Site Safety Manager, Master Rigger or Special Rigger). Provide lump sum for first six months of project duration and monthly cost for additional months.
Lump sum ..... $_____
Monthly cost after the first six months……..$_____

Note: A full-time, on-site Qualified Person for Site Safety (QPSS) is required for façade repair projects at buildings 14 stories or greater. This function is expected to be carried out by the contractor's project foreman who shall meet all Building Code requirements for that role including all required trainings and certifications. QPSS costs are to be included in the project's overall labor costs and are not to be charged as a separate line item cost.

Part 3. Protection at east neighboring property.

a. Sidewalk Bridging at east neighbor's driveway area.
Refer to Drawing A-100 for location of heavy-duty sidewalk bridging which will be installed in the rear yard of the adjacent building to the east. Bridging must be tall enough to avoid blocking gate to this rear yard area from 30th Street. Pricing to include lighting, perimeter plywood parapets, signage, etc. Prices are to include permits and approvals and on-going maintenance, inspections and logging.
Lump Sum ..... $_____
Monthly rental after first three months: $_____/month

Obtaining access/licensing agreements with south neighbor for this installation to be arranged by FIT.

b. Roof protection at east neighbor's main roof.

Install protection in accordance with NYC BC 3309.10 and in accordance with the approved protection plan. Within 20' of 406 West 31st Street's east facing exterior wall, install roof protection consisting of drainage mat, 1" thick rigid insulation, with on bottom side, plastic tarping, ¾" plywood, 2x10 planking and sandbag or other ballast. Provide routine maintenance and cleaning of protection on an as-needed basis, broom cleanup. Provide elevated enclosures to protect mechanical equipment units where required.
Lump Sum ..... $_____

Obtaining access/licensing agreements with south neighbor for this installation to be arranged by FIT.

Section II. Overhead Protection and Access Staging.

The south elevation of Kaufman Hall is adjacent to an open lot owned by the Port Authority of New York and New Jersey. The Port Authority is beginning a project to repurpose this lot as an outdoor passenger loading and unloading area that will run concurrently with some of the Kaufman Hall exterior restoration project. FIT and the Port Authority are engaged in coordinating access for FIT and its contractors to install overhead protection and staging as required to perform the Kaufman exterior work.

To reduce the impact of the Kaufman Exterior work on the Port Authority re-paving project, FIT's protection and staging will avoid installing sidewalk bridging or a restricted access zone in the PA lot by installing an Engineered Enclosure System supported at Kaufman Hall's 1st Floor setback roof or mounted to its exterior walls, as described below and on the referenced drawings.

Part 1. Overhead Protection.

Refer to Drawings A-100, A-100a and A-100b for schematic design details of proposed platforms. Minimum height to the underside of the platform structure to be 14'-0" above finished driving surface at the bus area.

Pricing for the building-mounted overhead platforms is to include: preparation and certification of engineered drawings based on the above-noted design drawings; obtaining permits and approvals from all agencies and parties with jurisdiction; on-going maintenance inspections and logging. Elevated platform to be engineered to support the access staging installed on top of it along with standard impact loads required of heavy-duty sidewalk bridging. No rental to be charged for Support Platform.

a. Overhead Protection Platform installed above the Kaufman Building's 1st Floor set back roof, including below both balcony lines. Approx. 200 LF. (Area A between balconies, approx. 160 LF; Area B East balcony line, approx. 25 LF; Area B West balcony line, approx. 15 LF).
Lump sum…… $_____

b. Overhead Protection Platforms at Area C, east and west "blank walls". Note, These sections of the platform are not located over a setback roof and will be supported by and attached to the face of the building with a combination of cable tie-backs, diagonal braces and steel connections to the building's structural steel frame.

   i. At East wall. Approx. 16 LF.
   Lump sum……$_____

   ii. At West wall. Approx.36 LF.
   This platform is to include extension to the west to provide access to Kaufman Hall's low-rise garage roof which will be available for the contactors use for crew and material movement from the south work area to 31st Street.
   Lump sum……$_____

Part 2. Access Staging – Engineered Enclosure System (EES).

Atop the elevated platform installed under Section II, Part 1, install pipe scaffolding and black mesh netting with additional 16-gauge wire debris containment netting wrapping the pipe scaffolding, outside the black mesh netting, or as required by NYC Building Code definition of Engineered Enclosure System and as also defined on the approved Site Safety plans.

Provide sufficient planking to facilitate all work described in this bid form, including full removal of all steel balconies. Pipe scaffolding should extend to main roof at location or locations to be determined by the contractor for access to staging from roof level where there is a freight elevator connection to the building's loading dock. Include scaffold stairs one near each balcony line and space within the EES for material/debris hoists. Cost for hoists to be included in the projects General Conditions.

Price to include preparation of stamped/certified engineered drawings for permit filings; permits and approvals, on-going maintenance inspections and logging.

a. Engineered Enclosure System between balcony lines (Area A).
Note: This section of the platform does not cantilever out over the bus parking area – it is confined to the width of the 1st Floor setback roof.
Approx. 162 LF x full height of building for access to main roof level.
Lump sum…… $_____
Monthly rental after first three months: $_____/month

b. Engineered Enclosure System at balcony lines (Area B East and Area B West).

   i. At East balcony line. Approx. 24 LF balcony plus additional area for enclosure of scaffold stair and material hoist.
   Lump sum……$_____
   Monthly rental after first three months: $_____/month

   ii. At West balcony line. Approx. 15 LF plus additional area for enclosure of scaffold stair and material hoist.
   Lump sum……$_____
   Monthly rental after first three months: $_____/month

c. Engineered Enclosure System at Area C, east and west "blank walls".
   i. At Area C, east side. Approx. 16 LF.
   Lump sum……$_____
   Monthly rental after first three months: $_____/month

   ii. At Area C, west side. Approx. 36 LF including extension for connection to low rise garage roof.
   Lump sum……$_____
   Monthly rental after first three months: $_____/month

Part 3. Outrigger scaffold work platforms at the east façade.

Include all required roof protection/planks, tie-backs, support frames, and counterweights.

All rigging is to be performed under a Licensed Rigger, and all required permits are to be obtained. Where space does not permit installation of outrigger scaffolds, parapet hung units may be used, provided parapets are confirmed to be stable, and all copings, etc. are fully protected from damage by parapet hooks, clamps, and wires. Unit prices are to include protection, installation, permits, maintenance, dismantling, and use of scaffold until the given drop is fully completed. No monthly rental charges will be paid.

Outrigger scaffolds, up to 24' in length.
Approx. 4 drops x $_____/drop.....……..... $_____

Part 4. Outrigger Scaffold Inspections.
Crew and scaffolding time for initial examinations, inspections and marking façade damages. Scaffold time for interim inspections of work in progress, punch-lists and final inspections is to be included as part of the General Conditions. Approx. 2 hours, each drop.
Approx. 4 drops x $_____ /drop.....$_____

Subtotal, Section II……..... $_____

Section III. Exterior Wall Repairs at South and East Facades.

Part 1. Rake and repoint brick masonry.
Approx. 7,500 SF x $_____/SF……..... $_____

Part 2. Brick Masonry Reconstruction.
a. Individual brick and at areas smaller than 1 SF (6 bricks)
Approx. 500 bricks x $_____/brick…….. $_____
b. At areas 1SF or larger in size.
Approx. 300 SF x $_____/SF…….. $_____

Part 3. Vertical joint repairs.
At existing vertical joints at building corners, rake out existing deteriorating mortar until sound mortar is reach. Repoint with mortar to within ¾" of outer surface of the brick. Finish the joint with backer rod/bond breaker tape and specified silicone sealant.
Approx. 800 LF x $_____/LF……. $_____

Part 4. Windowsill replacement on membrane flashing.
Approx: 100 LF @ $_____ /LF……...$_____

Part 5. V-groove and seal window sill cracks.
Approx. 100 LF x $_____/LF……$_____

Part 6. Window Lintel Repairs (south and east facades)

a. Window lintel replacement.
Remove corroded lintel and replaced with 3 ½" x 6" (V) x 3/8" angle lintels secured to back up masonry or steel. Install self-adhesive waterproofing with end dams, termination bar at top edge, sealed with compatible sealant or mastic. New lintels to be primed and painted (two top coats) prior to installation. Reinstall face brick with specified brick ties and baffle weeps at every 3rd vertical joint.
Approx. 300 LF x $_____/LF…….$_____

b. Window lintel painting.
Wire brush, scrape and paint exposed portion of existing lintels where light corrosion or peeling paint is observed.
Approx. 600 LF x $_____/LF.....$_____

Part 7. Window sealant replacement.

Remove and replace window sealants at full perimeter of windows. Note that windows are tall, widths vary slightly. Dow 795 silicone or approved other.

a. At large windows. Approx. 4'-6" wide x 8'-6" tall.
Approx. 100 windows x $_____/window……$_____
b. At mid-size windows. Approx. 3'-3" to 3'-7" wide x 8'-6" tall.
Approximate 75 windows x $_____/window……$_____
c. At narrow windows. Approx. 2'-4" to 2'-11" wide x 8'-6" tall.
Approximate 25 windows x $_____/window……$_____

Subtotal, Section III…….....$_____

Section IV. Corner Column Repairs at southeast and southwest bulkheads.

Part 1. Exploratory Probes.

At locations marked by A/E, make approx. 18"x18" exploratory probes to determine integrity of steel column and connections. Note that probes entail removal of multiple wythes of brick. Provide temporary, weatherproof closure of probes consisting of reinforced tarps secured to brick masonry with continuous wood or metal furring.

Approx 6 probes x $_____/probe……..…….... $_____

Part 2. Brick Removal and Replacement at corner column.

Remove and replace all brick to fully expose steel column at vertical crack and open vertical joint locations at the subject corner. Remove a minimum of 3'-4" of brick width at each side of corner façade (to existing vertical joints at each side). Key existing masonry to remain to receive new brick masonry. Reinstall brick masonry at detailed on Dwg, A-206, Detail 3, including all welded ties and other reinforcement and 100% solid packing of reconstruction tight to steel.

Approx 60 LF x $_____/LF……...$_____

Part 3. Structural Steel Repairs.
Scrape and clean corroded steel column and beams. Install 3/8" steel plates to web and flanges of column, as detailed on Dwg. A-206. Follow installation of welded steel plates and any required brick masonry anchors, prime and paint steel and fully wrap exposed steel with Bituthene membrane waterproofing.
Approx. 60 LF x $_____/LF……..$_____

Part 4. Painting Structural Steel.
Where structural steel is exposed but is not being reinforced, wire brush, scrape, clean, prime and paint (two top coats)
Approx. 400 SF x $_____/SF…… $_____

Total Section IV…….....$_____

Section V. Steel Balcony Removals.

Two repair options are being priced. In both cases the visible portions of the balconies – steel framing, diamond plate deck and railings are being fully removed. In Option A, face brick is being removed along the entire inner length of each balcony to enable removal of embedded portions of balcony outrigger support beams, balcony railings and to enable patching of damaged face brick all along the balcony line. Option B removals are more limited, with embedded balcony steel being cut off at the face of the building and damaged masonry along the length of the balconies being covered with lath and stucco rather than removing and replacing it. Refer to drawings for detailed information.

Part 1. Steel fire balcony removals – Option A.

Remove obsolete steel fire balconies in their entirety. Remove six courses of face brick and back-up masonry for the full length of each balcony to remove damaged and previously patched face brick and to allow cutting and removal of embedded steel back to points of attachment to the building's structural steel frame/spandrel beams. Remove embedded portions of balcony railings and replace brickwork in kind, toothing in full size bricks. Work to include removal of two abandoned door sills at each balcony. Face brick to be reinstalled with specified brick ties 16" o.c. with continuous horizontal wire, brick masonry toothed into existing masonry beyond each end of the balcony. Face brick to match existing in size, color, texture – two types of brick are present. Fill brick cores solid with mortar if solid, common brick is not used.

a. At east balcony line.
Approx. 12 balconies x $_____/balcony…… $_____

b. At west balcony line.
Approx. 14 balconies x $_____/balcony……. $_____

Part 1a. Steel fire balcony removals – Option B.

Remove obsolete steel fire balconies in their entirety. Cut embedded steel flush with the face of the building – includes four 12" deep outriggers beams and balcony top and bottom rail embedments at each end of each balcony. Prime and rustproof paint exposed cut ends of remaining steel.

At the level of the balcony deck and below, install ¾" cement stucco on self-furring, stainless steel metal lath covering 6 brick courses in height for the full length of the balcony. Remove loose cement patching and apply Sto Goldcoat prior to installation of lath and stucco. Install stainless steel or lead-coated copper top and bottom closure profiles as shown on the drawings. Work will require chopping back projecting edge of two door sills at each balcony to make flush with exterior face brick.

a. At east balcony line.
Approx. 12 balconies x $_____/balcony……. $_____

b. At west balcony line.
Approx. 14 balconies x $_____/balcony……. $_____

Total Section V (include Option A only). …….…….....$_____

PHASE I TOTAL, SECTION I THROUGH SECTION V (Do not include alternates or optional work)…… .....$_____

PHASE II: NORTH AND WEST FACADES.

Section I. General Conditions, Site Safety Plan

Part 1. General Conditions, including mobilization, all miscellaneous job costs other than the work items specifically described below, including, but not limited to: protection of windows and air conditioning equipment to prevent dust entry, glass damage from welding sparks; protection of all roof areas subject to construction traffic; carting and any permitting associated with debris pick-up and disposal; material hoists; protection of building interior areas subject to construction traffic and all other general job requirements not specifically noted but required for proper performance of work.
Lump sum…… $_____

Part 2. Site Safety Plan and Supervision.

a. Site Safety Plan is included in Phase I pricing.

b. Site safety supervision.
To the extent required by NYC Code Section 3310.12 (and other sections referenced therein) provide supervision of the project's Qualified Person for Site Safety (QPSS).by Site Safety Manager, Master Rigger or Special Rigger). Provide lump sum for first six months of project duration and monthly cost for additional months.
Lump sum ..... $_____
Monthly cost after the first six months……..$_____

Note: A full-time, on-site Qualified Person for Site Safety (QPSS) is required for façade repair projects at buildings 14 stories or greater. This function is expected to be carried out by the contractor's project foreman who shall meet all Building Code requirements for that role including all required trainings and certifications. QPSS costs are to be included in the project's overall labor costs and are not to be charged as a separate line item cost.

Subtotal, Section I..... $_____

Section II. Access Staging and Inspections.

Part 1. Overhead Protective Bridging.

Provide and install code-compliant heavy-duty overhead protective bridging, including lighting, perimeter plywood parapets, signage, etc. Prices are to include permits and approvals and on-going maintenance, inspections and logging. Approx. 250 LF at North Elevation (West 31st Street).
Lump Sum ..... $_____
Monthly rental after first three months: $_____/month

Part 2. Outrigger scaffold work platforms.
To be installed at the north sand west façades. Include all required roof protection/planks, tie-backs, support frames, and counterweights. All rigging is to be performed under a Licensed Rigger, and all required permits are to be obtained. Where space does not permit installation of outrigger scaffolds, parapet hung units may be used, provided parapets are confirmed to be stable, and all copings, etc. are fully protected from damage by parapet hooks, clamps, and wires.

Unit prices are to include protection, installation, permits, maintenance, dismantling, and use of scaffold until the given drop is fully completed. No monthly rental charges will be paid.

Outrigger scaffolds, up to 24' in length.
Approx. 8 drops x $_____/drop.....……..... $_____

Part 2. Inspections.
Crew and scaffolding time for initial examinations, inspections and marking façade damages. Scaffold time for interim inspections of work in progress, punch-lists and final inspections is to be included as part of the General Conditions. Approx. 2 hours, each drop.
Approx. 8 drops x $_____ /drop..... $_____

Subtotal, Section II……..... $_____

Section III. Exterior Wall Repairs (at all facades).

Part 1. Rake and repoint brick masonry.
Approx. 5,000 SF x $_____/SF……..... $_____

Part 2. Brick Masonry Reconstruction.

a. Individual bricks and areas smaller than 1 SF (6 bricks)
Approx. 300 bricks x $_____/brick…….. $_____

b. At areas 1SF or larger in size.
Approx. 200 SF x $_____/SF…….. $_____

Part 3. Vertical joint repairs.
At existing vertical joints at building corners, rake out existing deteriorating mortar until sound mortar is reach. Repoint with mortar to within ¾" of outer surface of the brick. Finish the joint with backer rod/bond breaker tape and specified silicone sealant.
Approx. 400 LF x $_____/LF……. $_____

Part 4. Windowsill replacement on membrane flashing.
Approx: 100 LF @ $_____ /LF……... $_____

Part 5. V-groove and seal windowsill cracks.
Approx. 100 LF x $_____/LF……$_____

Part 6. Shelf angle repairs. North façade only.

a. Shelf Angle Repair Type A.
Replace two (2) courses of face brick masonry below and above the shelf angle to expose shelf angle toe and provide proper weeps at shelf angle. Patch/restore waterproofing where damaged during the removal work installation. Install baffle weeps every third vertical joint at first course above shelf angle. Install waterproofed joint below shelf angle as shown on the drawings.
Approx. 300 LF x $_____/LF.....$_____

b. Shelf Angle Repair Type B.
Where required to reinforce/stabilize shelf angle connection to structural steel spandrel beams remove six courses of brick face brick and back up masonry to expose the spandrel beam for installation of new welded shelf angle clips, all as shown on the drawings. Including welding of brick ties to spandrel beam web, application of rustproofing paint to all exposed steel, installation of self-adhesive waterproofing at spandrel beam web, flange and the shelf angle and reinstallation of back-up brick and face brick. Infill removal areas fully solid with neatly laid brick and mortar.
Approx. 100 LF x $_____/LF……..$_____

c. Steel spandrel beam reinforcement.
Where marked by A/E, scrape, prime and paint exposed structural steel. Weld plates and shapes as shown on the drawings (Dwg. 205).
Approx. 1,000 lbs x $_____/LB…… $_____

d. Painting structural steel.
At locations where structural steel members are exposed during construction but are not being reinforced, scrape, prime and paint all exposed steel surfaces.
Approx. 500 SF x $_____/SF…… $_____

Part 7. Window Lintel Repairs (north and west facades)

a. Window lintel replacement.
Remove corroded lintel and replaced with 3 ½" x 6" (V) x 3/8" angle lintels secured to back up masonry or steel. Install self-adhesive waterproofing with end dams, termination bar at top edge, sealed with compatible sealant or mastic. New lintels to be primed and painted (two top coats) prior to installation. Reinstall face brick with specified brick ties and baffle weeps at every 3rd vertical joint.
Approx. 50 LF x $_____/LF……. $_____

b. Window lintel painting.
Wire brush, scrape and paint exposed portion of existing lintels where light corrosion or peeling paint is observed.
Approx. 200 LF x $_____/LF.....$_____

Part 8. Terra Cotta Repairs.

These repairs refer to numerous decorative terra cotta elements, including cornices, columns, corbels and other decorative elements.

a. Terra Cotta Repointing.
   i. Remove existing sealants, rake and repoint bed joints and cross joints at terra cotta coping and band course components.
   Approx. 500 LF x $_____/LF.....$_____
   ii. Remove existing sealants, rake and repoint joints at terra cotta components, including pediments and window surrounds. Small scale, detail intensive areas, working around profiled elements.
   Approx. 300 LF x $_____/LF.....$_____

b. Terra Cotta Patching (north façade only).

Remove all loose, cracked, delaminated or otherwise unsound, damaged material down to clean, solid terra cotta. Prepare edges of patch locations in accordance with repair mortar manufacturer's installation requirements.

Install stainless steel pins (1/4" threaded rods, set in epoxy, 3" embedment), staggered at 8" O.C. Install Jahn M70 or M100 repair mortar patches, in full accordance with Cathedral Stone and Jahn requirements. Patches are expected to vary significantly in size and depth, and will be paid for based on volume, in multiples of a standard 1" x 12" x 12" patch size. Examples: 1 ½" x 12" x 12" patch would be billed at 1.5x the unit price; 2" x 6" x 12" patch would be billed at 1x the unit price. Patching mortar to match color of glazed terra cotta surfaces, rather than color of clay body. Terra-Glaze top coat is not planned to be used.

   i. At shallow patch areas (2" or less in depth). 1" x 12" x 12" patch.
   Approx. 30 patches x $_____/patch..... $_____
   ii At profiled patch locations (1" x 12" x 12" patching mortar volume).
   Approx. 10 patches x $_____/patch..... $_____

c. Terra Cotta Crack Repairs. At cracked terra cotta components that are otherwise stable and fully supported, perform the following repairs:

Inject crack filling grout, Jahn M30 (for cracks less than 3/16" wide) or Jahn M40 (for cracks between 3/16" and 3/8"), following manufacturer's written instructions. Cracks are expected to vary in length but are likely to be very short (6" – 12"). Cracks greater than 12" in length to be paid in multiples of unit price. Price to include crack preparation, drilling of injection ports, temporary sealing of cracks to prevent outflow of grout, grout installation and clean-up.
Approx. 50 locations x $_____/location.....$_____

Part 9. Window sealant replacement.

Remove and replace window sealants at full perimeter of windows. Note that windows are tall, widths vary slightly. Dow 795 silicone or approved other.

a. At large windows. Approx. 4'-6" wide x 8'-6" tall.
Approx. 75 windows x $_____/window…… $_____
b. At mid-size windows. Approx. 3'-3" to 3'-7" wide x 8'-6" tall.
Approximate 60 windows x $_____/window……$_____
c. At narrow windows. Approx. 2'-4" to 2'-11" wide x 8'-6" tall.
Approximate 15 windows x $_____/window……$_____

Subtotal, Section III (do not include alternates)..... $_____

Section IV. Garage Roof Parapet Repairs (Optional).
Parapet wall repairs at the existing one-story garage building. Refer to drawing A-100.00 and A-206.00.

Part 1. Cement stucco cladding at interior side of parapets.

Install 1/2" cement stucco on felt-backed galvanized metal lath on ¾" stainless steel hat channel furring. Provide bottom screed and bottom closure profile to seal cavity behind stucco. Provide top closure profile in stainless steel, tucking up behind sheet metal copings or under existing copings and lapping 3" down over the top edge of new stucco system, hemmed drip edge. Lap felt lapped lath down past roofing counterflashing leg as per FryReglet details.
Approx. 350 SF x $_____/SF……$_____

Part 2. Reset coping stones on waterproofing membrane.
Remove and re-set existing pre-cast concrete coping stones on Grace Ice and Watershield membrane flashing. Anchor stones to parapet masonry, each other and existing remaining copings with stainless steel pins set in epoxy grout. Seal anchor penetrations through membrane with Bituthene Liquid Membrane. Point bed joints and cross joints with mortar.
Approx. 150 LF x $_____/LF.....$_____

Total Section IV…….. …….……..... $_____

PHASE II TOTAL SECTION I - III (Do not include optional Sec. IV)……..$_____

PROJECT TOTAL: PHASE I AND PHASE II……..…… $_____

NOTES:

1. Owner reserves the right to proceed with the work in phases. Portions of Phase II work may be shifted to Phase I based on job progress. Incomplete Phase I work may overlap into Phase II time period.
2. Stoppages are to be included in the General Conditions.
3. Work is permitted on the weekends, subject to contractor's obtaining of the after-hours work permit and permissions from neighboring properties.
4. Any/all payments shall be based on actual verified quantities of work performed.
5. Work Schedule shall conform with the House Rules.
6. Bid prices shall be valid for contract award within sixty (60) days of receipt of bids.

List of Addenda Received:
Addendum # _____, Date _____ $ _____
Addendum # _____, Date _____ $ _____

Proposed Time of Commencement:_____

Proposed Time of Completion:_____

Contractor:_____

Prepared & submitted by:_____

Authorized signature:_____Date:_____

BID FORM SPREADSHEET

C1747R

FIT Kaufman Hall - Façade Repairs

406 West 31st Street

New York, NY 10001

8/27/26 for Re-bid

Prepared by,

Darius Toraby Architects & Engineering

242 W. 27th Street

New York, NY

Description	Approx. Quantity	Units	Unit Price	Total Price
PHASE I: SOUTH AND EAST FACADES (Fall 2026 - June 2027)				
Section I. General Conditions, Site Safety Plan and Adjacent Property Roof Protection.				
Part 1. General Conditions.	1	LS		
Part 2. Site Safety Plan and Supervision.				
a. Prepare site safety and protection plans. Includes both Phase I and Phase II work.	1	LS		
b. Site safety supervision - lump sum, first six months.	1	LS		
b. Site safety supervision - monthly cost after first six months.	-	/month		
Part 3. Protection at east neighboring property.				
a. Sidewalk bridging at east neighbor's driveway area.	1	LS		
a. Monthly rental after first three months.	-	/month		
b. Roof protection at east neighbor's main roof.	1	LS		
Subtotal, Phase I - Section I				
Section II. Overhead Protection and Access Staging.				
Part 1. Overhead Protection.				
a. Overhead protection platform above the 1st-floor setback roof, including below both balcony lines.	1	LS		
b.i. Overhead protection platform at Area C, east “blank wall”.	1	LS		
b.ii. Overhead protection platform at Area C, west “blank wall”, including extension to low-rise garage roof.	1	LS		
Part 2. Access Staging - Engineered Enclosure System (EES).				
a. EES between balcony lines (Area A).	1	LS		
a. Monthly rental after first three months.	-	/month		
b.i. EES at east balcony line, plus enclosure of scaffold stair and material hoist.	1	LS		
b.i. Monthly rental after first three months.	-	/month		
b.ii. EES at west balcony line, plus enclosure of scaffold stair and material hoist.	1	LS		
b.ii. Monthly rental after first three months.	-	/month		
c.i. EES at Area C, east side.	1	LS		
c.i. Monthly rental after first three months.	-	/month		
c.ii. EES at Area C, west side, including extension for connection to low-rise garage roof.	1	LS		
c.ii. Monthly rental after first three months.	-	/month		
Part 3. Outrigger scaffold work platforms at the east façade.	4	Drops		
Part 4. Outrigger scaffold inspections.	4	Drops		
Subtotal, Phase I - Section II				
Section III. Exterior Wall Repairs at South and East Facades.				
Part 1. Rake and repoint brick masonry.	7500	SF		
Part 2. Brick Masonry Reconstruction.				
a. Individual brick and at areas smaller than 1 SF.	500	Bricks		
b. At areas 1 SF or larger in size.	300	SF		
Part 3. Vertical joint repairs.	800	LF		
Part 4. Windowsill replacement on membrane flashing.	100	LF		
Part 5. V-groove and seal window sill cracks.	100	LF		
Part 6. Window Lintel Repairs (south and east facades).				
a. Window lintel replacement.	300	LF		
b. Window lintel painting.	600	LF		
Part 7. Window sealant replacement.				
a. At large windows. Approx. 4'-6" wide x 8'-6" tall.	100	Windows		
b. At mid-size windows. Approx. 3'-3" to 3'-7" wide x 8'-6" tall.	75	Windows		
c. At narrow windows. Approx. 2'-4" to 2'-11" wide x 8'-6" tall.	25	Windows		
Subtotal, Phase I - Section III				

Description	Approx. Quantity	Units	Unit Price	Total Price
Section IV. Corner Column Repairs at Southeast and Southwest Bulkheads.				
Part 1. Exploratory Probes.	6	Probes		
Part 2. Brick Removal and Replacement at corner column.	60	LF		
Part 3. Structural Steel Repairs.	60	LF		
Part 4. Painting Structural Steel.	400	SF		
Total, Phase I - Section IV				
Section V. Steel Balcony Removals.				
Part 1. Steel fire balcony removals - Option A.				
a. At east balcony line.	12	Balcony		
b. At west balcony line.	14	Balcony		
Part 1a. ALTERNATE: Steel fire balcony removals - Option B.				
a. At east balcony line.	12	Balcony		
b. At west balcony line.	14	Balcony		
Total, Phase I - Section V (include Option A only)				
PHASE I TOTAL - SECTIONS I THROUGH V (Do not include alternates)				
PHASE II: NORTH AND WEST FACADES (July 2027 - December 2027)				
Section I. General Conditions, Site Safety Plan.				
Part 1. General Conditions.	1	LS		
Part 2. Site Safety Plan and Supervision.				
a. Site Safety Plan. (Included in Phase I pricing.)				
b. Site safety supervision - lump sum, first six months.	1	LS		
b. Site safety supervision - monthly cost after first six months.	-	/month		
Subtotal, Phase II - Section I				
Section II. Access Staging and Inspections.				
Part 1. Overhead protective bridging at North Elevation (West 31st Street).	1	LS		
Part 1. Monthly rental after first three months.	-	/month		
Part 2. Outrigger scaffold work platforms at north and west facades.	8	Drops		
Part 3. Inspections.	8	Drops		
Subtotal, Phase II - Section II				
Section III. Exterior Wall Repairs at North and West Facades.				
Part 1. Rake and repoint brick masonry.	5000	SF		
Part 2. Brick Masonry Reconstruction.				
a. Individual bricks and areas smaller than 1 SF.	300	Bricks		
b. At areas 1 SF or larger in size.	200	SF		
Part 3. Vertical joint repairs.	400	LF		
Part 4. Windowsill replacement on membrane flashing.	100	LF		
Part 5. V-groove and seal windowsill cracks.	100	LF		
Part 6. Shelf angle repairs (north façade only).				
a. Shelf Angle Repair Type A.	300	LF		
b. Shelf Angle Repair Type B.	100	LF		
c. Steel spandrel beam reinforcement.	1000	Lbs		
d. Painting structural steel.	500	SF		
Part 7. Window Lintel Repairs (north and west facades).				
a. Window lintel replacement.	50	LF		
b. Window lintel painting.	200	LF		
Part 8. Terra Cotta Repairs.				
a.i. Remove existing sealants, rake and repoint bed joints and cross joints at coping and band course.	500	LF		
a.ii. Remove existing sealants, rake and repoint joints at terra cotta components, including pediments and window surrounds.	300	LF		
b.i. Patching at shallow patch areas (2" or less in depth).	30	Patches		
b.ii. Patching at profiled patch locations.	10	Patches		
c. Terra Cotta Crack Repairs.	50	Locations		
Part 9. Window sealant replacement.				
a. At large windows. Approx. 4'-6" wide x 8'-6" tall.	75	Windows		
b. At mid-size windows. Approx. 3'-3" to 3'-7" wide x 8'-6" tall.	60	Windows		

Description	Approx. Quantity	Units	Unit Price	Total Price
c. At narrow windows. Approx. 2'-4" to 2'-11" wide x 8'-6" tall.	15	Windows		
Subtotal, Phase II - Section III				
Section IV. Garage Roof Parapet Repairs (OPTIONAL).				
Part 1. Cement stucco cladding at interior side of parapets.	350	SF		
Part 2. Reset coping stones on waterproofing membrane.	150	LF		
Total, Phase II - Section IV (OPTIONAL - not carried into Phase II total)				
PHASE II TOTAL - SECTIONS I THROUGH III (Do not include optional Section IV)				
PROJECT TOTAL - PHASE I AND PHASE II (Do not include alternates or optional work)				

SECTION IV.
GENERAL REQUIREMENTS

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01010 -- SUMMARY OF THE WORK

.01 - Work Under The Contract

The Work shall be as described in the Contract Documents.

.02 - Work by Others

Should any other contractor be engaged by the Owner to perform work on the Site or in areas adjoining or adjacent to the Site, the Contractor and such other contractor shall coordinate the work of the Contractor and such other contractor.

.03 - Items Not Included

The following items shown on the drawings are not included in the Work:

A. Items indicated "By Others".

B. Items indicated "N.I.C." (Not in Contract)

C. Existing construction not indicated or specified to be removed, replaced or altered.

.04 - Openings and Chases

A. The Contractor shall build openings, including but not limited to channels, chases and flues as required to complete the Work as set forth in the Contract and as directed by the Owner before any work is installed.

B. After the installation and completion of any work for which openings, including but not limited to, channels, chases and flues, have been provided for the Contractor, the Contractor shall build in, over, around and finish all such openings as required to complete the Work.

C. If a contractor fails to furnish drawings and information required in connection with such openings before the General Construction Contractor performs any Work affected thereby, said contractor who so fails to furnish such drawings and information shall bear the cost of all cutting and refinishing including that part of the General Construction Contractor’s Work affected.

D. The Contractor shall Furnish and Install all sleeves, inserts, hangers and supports required for the execution of the Work.

E. Specific instructions shall be obtained from the Owner or the Owner's Representative before cutting beams or other structural members, arches or lintels.

F. The Contractor shall not endanger the Work and shall not cut or alter the Work unless prior approval and instructions are received from the Owner or the Owner's Representative.

.05 - Surveys and Layout

A. If, for any reason, stakes, batter boards or monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them.

B. The Owner or the Owner's Representative may order construction work suspended at any time when location of monuments, stakes, bench marks and other layout markings established by the Contractor are not adequate to permit checking the Work.

C. The Contractor shall Provide and shall maintain axis lines on each floor and shall establish and shall maintain grade marks 4' 0" above the finished floor on each floor level.

D. The Contractor shall Furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the Work.

.06 - Scheduling

A. The Contractor shall deliver to the Owner schedules and forms in accordance with the Contract.

B. The Owner or the Owner's Representative may require the Contractor to modify schedules which the Contractor has submitted either before or after such schedules are approved so that:

1. The Work shall not be delayed.

2. Changes in the Work are reflected in the schedules of the Contractor.

.07 - Contractor Use of Premises

While performing the Work, the Contractor shall take every precaution against injuries to persons and damage to property.

01080 -- PERMITS AND COMPLIANCE

.01 - Permits and Licenses

The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the Work and for the use of such Work when completed.

Prior to final payment the Contractor shall deliver to the Owner’s Representative all permits and certificates of approval issued by any agency having jurisdiction.

.02 - Compliance

The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

.03 - Additional Compliance

The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Institution.

.04 - Royalties and Patents

It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, Environmental Consultant and Construction Manager harmless from loss, including attorney's fees, on account thereof.

01200 -- PROJECT MEETINGS

.01 - Project meetings shall be held to accomplish the following:

A. Coordinate the Work.

B. Establish a sound working procedure and relationship between all contractors, the Owner and the Owner's Representative.

C. Review requisitions, proposals and change orders.

D. Review the progress of the Work, review quality of work in place and review approval required by the Work and review delivery of materials.

E. Expedite the Work to completion within the scheduled time limit.

F. Review progress payments.

.02 - Initial Job Meeting (Orientation Meeting)

The Owner or the Owner's Representative shall call an initial job meeting which the Contractor shall attend. This meeting shall be called prior to the start of construction.

.03 - Job Progress Meetings

A. Job progress meetings shall be scheduled by the Owner or the Owner's Representative during the course of construction. The Contractor or the Contractor's duly authorized representative and such Subcontractors as required by the Contractor or the Owner or the Owner's Representative shall be present at all job progress meetings. The Contractors and Subcontractors shall answer questions on progress, workmanship, approvals required, delivery of material and other subjects concerning the Work. The purpose of such meetings is to coordinate the efforts of all

concerned so that the Work proceeds without delay to completion as required by the Contract.

B. The Owner or the Owner's Representative may require any schedule to be modified so that changes in the Work, delays or acceleration of any segment of the Work shall be reflected in such schedule. The Contractor shall cooperate with the Owner or the Owner's Representative in providing data for such changes in or modifications of schedules.

01300 -- SUBMITTALS

.01 - Schedules & Records

A. Within the time set forth in the Contract, the Contractor is required to complete and submit to the Owner or the Owner's Representative the following forms:

1. Submit construction progress schedule to the Owner or the Owner's Representative no later than thirty (30) calendar days after receipt by the Contractor of notice to proceed.

2. Submit names and addresses of all Subcontractors to the Owner or the Owner's Representative within thirty (30) calendar days of approval of the construction progress schedule.

3. Submit to the Owner or the Owner's Representative the date on which the Contractor proposes to award each subcontract a minimum of ten (10) days prior to such proposed award.

4. Submit Shop Drawings and material sample schedule to the Owner or the Owner's Representative no later than thirty (30) days after approval of the construction progress schedule. Such schedule shall include the date of all Shop Drawings, samples and materials shall be submitted and the date approval is required.

5. Submit to the Owner or the Owner's Representative on a form approved by the Owner, a schedule of anticipated monthly requisition amounts. Such schedule shall be submitted from time to time as directed by the Owner, the first such submission being required to be made by the Contractor within ten (10) days of receipt by the Contractor of a written order to proceed issued by the Owner. The amounts employed in preparing such schedules in no way shall be binding upon the Owner.

B. Sample forms shall be provided by the Owner or the Owner's Representative for the above mentioned schedules and records.

01311 – PROJECT ANALYSIS

.01 - Project Control and Progress Meetings

A. The Contractor shall attend all scheduling meetings as directed by the Owner or the Owner's Representative.

B. In addition to the Owner or the Owner's Representative and the Contractor's Superintendent and Scheduling Coordinator, such meetings shall also be attended by representatives of such subcontractors as the Contractor, the Owner or the Owner's Representative may deem advisable. The agenda for such meetings shall include the progress and current status of the Work, proposed solutions for problem areas and a review of schedules for future Work in order to meet the Contractor's objectives and his obligations under the Contract. Consideration shall be given to establishing actual start dates, actual completion dates, planned starts and finishes, quantities installed, man hours worked, as well as other data relevant to the performance of the Contract.

C. At least one week before each meeting described in subsection .01A of this Division 01311, the Contractor shall furnish progress data in the form required by the Owner or the Owner's Representative as follows:

1. The status of all activities as of date determined by the Owner or the Owner's Representative.

2. A list of actual start and completion dates for all activities.

3. Projected durations of completion of those activities in progress.

4. Relevant data of submittals in progress including equipment releases and equipment in fabrication.

5. All other information which in the discretion of the Owner or its Representative, may be required to complete the Project Schedule Update.

.02 – Payment

The Contractor's Payment Breakdown and Monthly Requisition as called for by Section 17.01 of the General Conditions of the Contract shall be the basis by which the Contractor is to be paid.

.03 - Time of Completion

It is the sole responsibility of the Contractor to complete the Work within the time of completion required by the Contract.

01340 -- SHOP DRAWINGS AND SAMPLES

.01 - Contractor Submittal

A. The Contractor shall submit the Shop Drawings and samples required by the Architect and the Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and samples. After examination of such Shop Drawings and samples by the Architect and the return of such items by the Architect to the Contractor, the Contractor shall make corrections indicated and shall furnish to the Architect the required number of corrected copies of Shop Drawings or samples.

B. Shop Drawings shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval and date approval is desired.

C. Each Shop Drawings and letter of transmittal shall be identified with the following information:

1. Project title

2. Contract name

3. Date of the drawing, including dates of any revisions

4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable

5. Name of person or firm preparing Shop Drawings

6. Contract drawing numbers and specifications, section division and paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawing refers.

D. Shop Drawings shall show the design, dimensions, connections and other details necessary to insure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the Owner or the Owner's Representative for approval at the same time so that connections can be checked.

E. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.

F. The Contractor shall submit manufacturer's drawings and specifications when necessary to fully explain apparatus or equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.

G. Samples shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval, and date approval is desired.

H. Each sample shall be labeled with the following information:

1. Project title

2. Contract name

3. Date of submission

4. Name and quality of the material

5. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable

6. Contract drawing numbers and specification section, division and paragraph numbers used as reference in preparing samples.

I. Samples shall be of sufficient size and number to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract.

.02 - Contractor Review

The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the Architect for approval.

.03 - Contractor Responsibility

The Architect's approval of Shop Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and samples and for the conformity of Shop Drawings and samples with the Contract unless the Contractor has notified the Architect of the deviation in writing at the time of submission and has received from the Architect written approval of the specified deviations. The Architect's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or samples.

.04 - Commencement of Work

No portion of the Work shall be commenced until required Shop Drawings or samples are approved by the Architect.

01380 -- PROGRESS PHOTOGRAPHS

.01 - Contractor Submission

A. The Contractor shall furnish to the Owner, progress photographs of the Work as follows: three (3) 8" x 10" glossy prints of each of the following views:

1. Two (2) different views of the area in which the building or buildings are to be located, taken before excavation starts.

2. Two (2) different views for each building when footings are in place and forms completed.

3. Four (4) different views for each building when foundations are completed.

4. Four (4) different views for each building when exterior wall is fifty per cent (50%) completed.

5. Four (4) different views for each building when the structure is ready for roofing.

6. Four (4) different exterior views in color for each building at completion.

7. Six (6) interior views in color for each building as directed upon completion.

B. A title identifying the view shown by each photograph and date taken shall appear on the back of each print.

01500 -- TEMPORARY FACILITIES AND CONTROLS

.01 - Requirements

The Contractor shall Provide the temporary facilities and controls as hereinafter specified and as required by law.

.02 - Temporary Lighting and Electric Service

The Contractor shall Provide and maintain all temporary lighting and power required in connection with the Contractor's operations from the commencement of the Work until the completion of each structure or for such other time as

directed by the Owner or the Owner's Representative. When the use of such temporary lighting and power is no longer required, all temporary wiring and equipment shall be completely removed by the Contractor. The Contractor shall make the necessary application to the lighting company and pay for all charges, costs and expenses incidental to the installation and maintenance of temporary lighting and power as required in connection with the Contractor's operations, and the Contractor shall pay for all power used. The minimum temporary lighting to be provided is at the rate of one-quarter watt per square foot and is to be maintained in each room and changed as required when interior walls are being erected. The required temporary lighting must be maintained for twenty-four (24) hours a day and seven (7) days a week at all stair levels and in all corridors below ground; in all other spaces temporary lighting is to be maintained only during working hours. All temporary wiring and equipment shall be in conformity with the National Electric Code. Three-phase temporary power circuits shall be installed as required to operate construction equipment of the various trades and to Install and test equipment such as pumps and elevators. The Contractor shall Install and maintain temporary or permanent service for the permanently installed building equipment such as sump pumps, boilers, boiler controls, fans, pumps, so that such equipment may be operated when required and so ordered by the Owner or the Owner's Representative for drainage or for temporary heat.

.03 - Material Hoists

A. General

1. Material hoists shall be operated by diesel, gasoline or steam engines and shall be complete with all equipment necessary for operation. Such hoists shall run from grade to roof, shall be installed immediately following the structural framing, centering or form work, and centering or form work unless otherwise approved by the Owner or the Owner's Representative. Electrically operated hoists shall not be used except as otherwise allowed by the Contract.

2. Material hoists shall meet any and all requirements of law, rule or regulation.

3. Hoist cars shall be of required size and design for the hoisting of all normal size building materials.

B. The Contractor shall:

1. Furnish, install, maintain and operate at the Contractor's expense, all hoisting equipment required for the Work.

2. Furnish all labor required for the Work.

.04 - Temporary Use of Permanent Elevator as Equipment Material Hoist

A. The Contractor shall:

1. Use the temporary hoists until a building is completed, or until the Contractor may, with the Owner's permission, use the equipment of one (1) elevator in a building for temporary service after the permanent elevator equipment and the permanent electric service have been installed.

2. If the Contractor elects to use such permanent elevator equipment, the Contractor shall:

a. Provide adequate protection for such equipment and shall operate such equipment within a capacity not to exceed that allowed by law, rule or regulation.

b. Provide for the maintenance of the elevator equipment as approved by the Owner or the Owner's Representative.

c. Leave such equipment in perfect condition.

B. The permanent elevator equipment shall be ready for use when required by the Work and shall permit any use approved by the Owner or the Owner's Representative.

.05- Temporary Enclosures

The Contractor shall:

A. Provide, install and maintain any temporary weather resistant enclosures for all openings in exterior walls and roof that are not enclosed.

B. After building is enclosed, maintain proper temperatures required by the Contract.

.06 - Temporary Fence Enclosures

The Contractor shall Provide, Install and maintain any temporary fence enclosures required by the Contract.

.07 - Maintenance of Permanent Roadways

The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

.08 – Traffic Control

A. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.

B. Parking areas for the use of those engaged in the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.

.09 - Fire Prevention Control

The Contractor Shall:

A. Provide private unlisted telephone service reserved for fire calls at a location or locations approved by the Owner or the Owner's Representative. Such service shall be in addition to any other telephone service. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner or the Owner's Representative.

B. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

.10 - Pollution Control

The Contractor shall:

A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of the State of New York.

B. Take all necessary precautions including, but not limited to digging and maintaining settling basins and dams; diverting streams, and taking all other actions that may be necessary to prevent silt, and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area and downstream properties as a result of the Work.

C. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.

D. Refrain from burning trash or waste materials.

.11 - Temporary Field Office

A. The Contractor may Provide a temporary office structure, for the Contractor's use during the course of the Work.

1. The Contractor must receive prior written approval from the Owner or the Owner's Representative for such temporary office structure in relation to location, type of structure, and included facilities.

2. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.

3. The Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.

B. The Contractor shall:

1. Provide a temporary office structure completely separate from any other office structures at a location approved by the Owner or the Owner's Representative until the Work is completed and is accepted.

2. Provide such office structure for the exclusive use of the Owner.

3. Bear all costs in relation to the furnishing, construction and removal of such office structure.

4. Repair and refinish the area as directed by the Owner or the Owner's Representative.

5. Construct such office structure and furnish such office structure as required by the Contract.

6. Maintain such office structure in a sanitary condition and in proper repair, properly heat the structure, furnish the fuel and furnish all utilities and pay all utility charges.

7. Install a telephone for the sole use of the Owner or the Owner's Representative and pay all service and local toll charges incurred as a result of the use of such telephone service.

C. With the prior written approval of the Owner or the Owner's Representative any other Contractor may erect a substantial office structure at the Site for the use of such Contractor in relation to the Work.

1. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.

2. Such Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.

D. When adequate space is available in a building, the Contractor may transfer such office to available space with the prior written permission of the Owner or the Owner's Representative.

E. Trailers providing comparable facilities may be accepted at the discretion of the Owner or the Owner's Representative.

.12 - Rubbish Removal

A. The Contractor shall:

1. Keep the Work free from rubbish at all times.

2. Clean all enclosed structures daily.

3. Remove rubbish from the Site at least once a week.

B. The Contractor shall conform with the following:

1. Burning of rubbish shall not be permitted.

2. All rubbish shall be lowered by way of chutes, taken down by hoists, or lowered in receptacles. Under no circumstances shall any rubbish be dropped or thrown from one (1) level to another inside or outside any building.

.13 - Discontinuance, Changes and Removal

The Contractor shall:

A. Discontinue all temporary services required by the Contract when so directed by the Owner or the Owner's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby.

B. Remove and relocate such temporary facilities as directed by the Owner or the Owner's Representative without additional cost to the Owner, and shall restore the Site and the work to a condition satisfactory to the Owner.

.14 - Project Identification

A. No signs or advertisements shall be displayed on the site except as required by the Contract.

B. The Contractor shall Furnish, erect and maintain the Site, the exact location thereof to be designated by the Owner or the Owner's Representative, a construction sign, in the form provided by the Contract.

.15 - Moisture and Condensation Control

The Contractor shall provide for ventilation of all structures until Physical Completion and acceptance of the Work and shall control such ventilation to avoid excessive rates of drying of construction materials, including but not limited to concrete and to plaster, and to prevent condensation on sensitive surfaces.

.16 - Protective Services

The Contractor shall provide security services required by the Contract.

01600 -- MATERIAL AND EQUIPMENT

.01 - Storage and Protection

A. Materials stored on the Site shall be neatly piled and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.

B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner or the Owner's Representative, shall move such material or equipment.

01700 -- PROJECT CLOSE OUT

.01 - Final Cleanup

A. The Contractor shall leave the Work ready for use and occupancy without the need of further cleaning of any kind.

B. The Contractor shall remove all tools, appliances, projects signs, material and equipment from the premises as soon as possible upon completion of the Work.

C. The Work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

.02 - Required Close Out Documentation

A. Prior to final payment the Owner shall receive the following documents as required by the Contract:

1. The Contractor's general guarantee.

2. Specific guarantees, material, equipment and other items of work.

3. All certificates obtained in connection with the Work.

4. All final photographs of the Work.

B. The Owner shall also receive from the Contractor prior to final payment:

1. A complete listing of all Subcontractors, business addresses and items supplied by each such Subcontractor.

2. A listing of manufacturer's of major materials, equipment and systems installed in the Work.

3. A copy of all test data taken in connection with the Work.

4. Three (3) copies of all operation and maintenance manuals.

5. All keys, tools, screens, spare construction material, finishing material and equipment required to be furnish to the Owner as part of the Work.

.03 - Orientation Instruction

Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

.04 - Project Close Out Inspections

A. When the Work has reached such a point of completion that the building or buildings, equipment or apparatus or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Owner or the Owner's Representative shall make a detailed inspection of the Work to insure that all requirements of the Contract have been met and that the Work is complete and is acceptable.

B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.

C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Owner's Representative. After receipt of the notification, the Owner or the Owner's Representative shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all

remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor.

D. After receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Owner's Representative shall make an inspection to verify completion of the exception items appearing on the report of final inspection.

01720 -- PROJECT RECORD DOCUMENTS

.01 - Project Record Drawings

A. The purpose of the project drawings is to record the actual location of the Work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the Work.

B. In addition to the sets of contract drawings that are required by the Contractor on the Site to perform the Work, the Contractor shall maintain, at the Site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded. Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Owner's Representative, and shall not be used for any other purpose during the progress of the Work.

C. Project Record Requirements

1. The Contractor shall mark-up the "Project Record Copy" to show:

(a) Approved changes in the Work.

(b) Location of underground Work and concealed Work.

(c) Details not shown in the original Contract Documents.

(d) Any relocation of Work.

(e) All changed in dimensions.

(f) All access doors.

(g) Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies.

2. Such information shall include, but shall not be limited to:

(a) Footing depth in relation to finished grade elevations.

(b) Any change in floor elevations.

(c) Any structural changes.

(d) Any substitutions.

(e) Elevations and locations of all underground utilities, services, or structures referenced to permanent above-ground structures or monuments.

(f) Designation of all utilities as to the size and use of such utilities.

(g) All invert elevations of manholes.

(h) The location of all utilities, services and appurtenances concealed in building structures that have been installed different from that required by the Contract.

(i) Any approved change order.

D. The Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents are to be updated promptly and accurately; no Work is to be permanently concealed until all required information has been recorded.

E. The project record drawings are to be submitted by the Contractor to the Owner or the Owner's Representative when all the Work is completed and is approved by the Owner and the Owner's Representative before the Contractor may request final payment.

01740 -- WARRANTIES, GUARANTEES, AND BONDS

See the Contract Documents for details.

SECTION V.
GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - The following terms as used in the Contract Documents shall be defined as follows:

Beneficial Occupancy - The use, occupancy or operation by the Owner of the Work, or any part thereof, as evidenced by a notification of Beneficial Occupancy executed by the Owner.

Construction Completion - Acceptance by the Owner of the Work as evidenced by a Notification of Construction Completion executed by the Architect.

Construction Manager - A person, persons, firm, partnership or corporation, regularly engaged in the management of construction projects, and so designated by the Owner.

Consultant - A person, persons, firm, partnership or corporation providing Architectural, Engineering or other professional services, and so designated by the Owner.

Contract - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

Contract Documents - The Contract, Notice to Bidders, Bid Checklist, Bid Terms and Conditions, Contractor Reference Sheet, Contract Terms and Conditions, Bid Analysis Form, Affirmative Action Form, Change Order Form, Contractors Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Information for Bidders, Form of Bid, General Conditions, General Requirements, Bonds, Drawings, Specifications, Addenda, Change Orders and any supplementary data together with all provisions of law deemed to be inserted in the Contract or incorporated by reference.

Contractor - A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work.

Extra Work - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

Furnish - To deliver to the site ready for installation.

Install - To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

Owner – The Fashion Institute of Technology and/or its auxiliary corporations, as applicable.

Owner's Representative - A person, persons, firm, partnership or corporation so designated by the Owner.

Project - Work at the Site(s) carried out pursuant to one or more sets of Contract Documents.

Provide - To Furnish and Install complete in place and ready for operation and use.

Shop Drawings - Diagrams, fabrication drawings, illustration, schedules, test data, performance charts, cuts brochures and other data which are submitted by the Contractor to the Architect and illustrate any portion of the Work. These drawings and data are reviewed and acted upon by the architect.

Site - The area within the Contract limit, as indicated by the Contract.

Subcontract - An agreement between the Contractor and Subcontractor for work on the Site.

Subcontractor - A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the Site.

Substantial Completion - Stage of construction at which the Architect determines there is a minimal amount of the Work to be completed, or Work to be corrected.

Work - The performance of all obligations imposed upon the Contractor by the Contract.

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 - Conflicting Conditions

Should any provision in any of the Contract Documents be in conflict or inconsistent with any of the General Conditions or Supplements thereto, the General Conditions or Supplements thereto shall govern.

Section 2.03 - Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the Contractor at the last address given by the Contractor, or when delivered in person to said Contractor or the Contractor's authorized representative.

Section 2.04 - Nomenclature

Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.05 - Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 3 -- INTERPRETATION OF CONTRACT DOCUMENTS

Section 3.01 – Owner/Architect

A. The Owner's representative/Architect shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Architect shall determine the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided. In the event that any question arises between the Owner and Contractor concerning the Contract, the decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment under the Contract.

B. Any differences or conflicts concerning performance which may arise between the Contractor and other contractors performing Work for the Owner shall be adjusted and determined by the Owner's representative.

C. The Owner may act through a representative designated by the Owner.

Section 3.02 - Meaning and Intent of Contract Documents

The meaning and intent of all Contract Documents shall be as interpreted by the Architect.

Section 3.03 - Order of Preference

A. Figured dimensions shall take precedence over scaled dimensions. Larger scale drawings shall take precedence over smaller scale drawings. Latest addenda shall take precedence over previous addenda and earlier dated drawings and specifications.

B. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material, of the more specific compared to the general, shall govern, unless the Architect/Owner's representative directs otherwise.

C. Drawings and specifications are complementary. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned in both.

ARTICLE 4 -- MATERIALS AND LABOR

Section 4.01 - Contractor's Obligations

A. The Contractor shall, in a good workmanlike manner, perform all the Work required by the Contract Documents within the time specified in the Contract.

B. The Contractor shall Furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required for the performance of its work. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods. The Contractor shall comply with all terms of the Contract, and shall, carry on and complete the entire Work to the satisfaction of the Owner.

C. 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 strike, work stoppages, delays, suspension of Work or similar troubles by workmen employed by the Contractor, its subcontractors or material suppliers, 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, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the Owner to take action against the Contractor as set forth in the General Conditions Article entitled "Termination" or such other action as the Owner may deem proper.

Section 4.02 - Contractor's Title to Materials

A. No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the Work, or resold to the Owner pursuant to the Contract free from all liens, claims or encumbrances.

B. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 4.03 - "Or Equal" Clause

A. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue number or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Architect/Engineer, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article or equipment without the prior written approval of the Architect/Engineer. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

B. Where the Architect/Engineer, pursuant to the provisions of this Section, approves a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the Work covered by other contracts, all changes to the Work of all contracts, revision or redesign, and all new drawings and details required therefore shall be provided by the Contractor at the cost of the Contractor and shall be subject to the approval of the Consultant.

C. No substitution will be permitted which may result in a delay to the Project.

Section 4.04 - Quality, Quantity and Labeling

A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract.

B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.

C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.

D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements, and shall submit the plans to the Owner as required by the Contract. See Submittals Section of the General Requirements. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

ARTICLE 5 -- CONTRACTOR

Section 5.01 - Supervision by Contractor

A. The Contractor shall provide full-time competent supervision for the duration of the Contract; during the course of on-site work the Contractor shall provide a full-time on-site superintendent who shall have full authority to act for the Contractor at all times. The Superintendent shall be able to read, write and speak English fluently, as well as communicate with the workers.

B. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner.

C. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed by the Owner.

Section 5.02 - Representations of Contractor

The Contractor represents and warrants:

A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, equipment, subcontractors and suppliers available to complete the Work within the time specified for the Contract price.

B. That it is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations that may in any way affect the Work.

C. That any temporary and permanent Work required by the Contract can be satisfactorily constructed, and that said construction will not injure any person or damage any property.

D. That it has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations and through the bid process and requirements is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed

for the performance of the Work, the general and local conditions and all other materials or items which may affect the Work.

E. That it is satisfied that the Work can be performed and completed as required in the Contract, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Consultant.

SECTION 5.03 – COPIES OF CONTRACT DOCUMENTS FOR CONTRACTORS

A. The Owner shall furnish to the Contractor, without charge, up to five (5) copies of Contract Documents.

B. Any sets in excess of the number mentioned above may be furnished to the Contractor at the cost of reproduction and mailing or delivery.

SECTION 5.04 - MEETINGS

The Contractor shall attend all meetings as directed by the Owner or the Owner's Representative.

SECTION 5.05 – RELATED WORK

To ascertain the relationship of its work to all Work required by the Contract Documents, the Contractor shall examine the Contract Documents for Work of its Contract and any related work of other contracts.

SECTION 5.06 – ERRORS OR DISCREPANCIES

The Contractor shall examine the Contract thoroughly before commencing the Work and report in writing any errors or discrepancies to the Owner or the Owner's Representative within five (5) days of discovery.

ARTICLE 6 -- SITE CONDITIONS

SECTION 6.01 – SUBSURFACE OR SITE CONDITIONS FOUND DIFFERENT

A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems proper for all Site

conditions the Contractor could reasonably anticipate encountering as indicated in the Contract or from the Contractor's inspection and examination of the Site prior to submission of bids.

SECTION 6.02 – VERIFYING DIMENSIONS AND CONDITIONS

A. The Contractor shall take all measurements and verify all dimensions and conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to be in conflict with the Contract, the Contractor immediately shall refer said conflict to the Architect in writing. The Contractor shall comply with any revised Contract Documents.

B. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions.

C. The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships may be submitted in a manner approved by the Architect.

D. Special locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with other affected contractors.

E. The Contractor shall be responsible for the proper fitting of the Work in place.

SECTION 6.03 - SURVEYS

Unless otherwise expressly provided in the Contract, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

ARTICLE 7 -- INSPECTION AND ACCEPTANCE

SECTION 7.01 – ACCESS TO THE WORK

The Owner, the Owner's Representative, and the architect shall at all times have access to the Work and the Contractor shall provide proper facilities for said access.

SECTION 7.02 – NOTICE FOR TESTING

If the Contract Documents, the Owner's instructions, laws, rules, ordinances or regulations require that any Work be inspected or tested, the Contractor shall give the Architect and/or Owner’s representative a minimum of three (3) work days written notice of readiness of the Work for inspection or testing and the date fixed for said inspections or testing.

SECTION 7.03 – REEXAMINATION OF WORK

Reexamination of any part of the Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination. If said Work is not found to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

SECTION 7.04 – INSPECTION OF WORK

All Work, all materials whether or not incorporated in the Work, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Owner or the Owner's Representative or the architect, and the Architect shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture and methods of construction for the purposes for which said Work, materials, processes of manufacture and methods of construction are used. Any Work not approved by the Architect shall be reconstructed, made good, replaced or corrected immediately by the Contractor including all Work of other contractors destroyed or damaged by said removal or replacement. Rejected material shall be removed immediately from the Site. Acceptance of material and workmanship by the Owner shall not relieve the Contractor from the Contractor's obligation to replace all Work which is not in compliance with the Contract.

SECTION 7.05 – DEFECTIVE OR DAMAGED WORK

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work damaged or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, in the judgment of the Owner, shall be deemed to be equitable.

SECTION 7.06 - TESTING

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the Architect, said Work shall, if required by the Architect, be uncovered for examination. Any inspection by the Architect or by a testing laboratory on behalf of the Owner does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below specified minimums, the Architect may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the Owner as a result of said additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

SECTION 7.07 - ACCEPTANCE

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies, paying the cost of any damage to other Work resulting therefrom.

ARTICLE 8 -- CHANGES IN THE WORK

SECTION 8.01 - CHANGES

A. Without invalidating the Contract, the Owner/Architect may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract consideration being adjusted accordingly. No claims for Extra Work shall be allowed unless such Extra Work is ordered in writing by the Owner/Architect. No changes in the Work shall be made unless such Work is ordered in writing by the Owner/Architect or Owner’s Representative. If the time for completion is affected by this change, the revised time for completion shall be included in the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.

B. The amount by which the Contract consideration is to be increased or decreased by any change order may be determined by the Owner by one or more of the following methods:

1. By applying the applicable unit price or prices contained in the Contract.

2. By estimating the fair and reasonable cost of the Extra Work:

   a. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Site. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.

   b. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

   c. Materials

   d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, to adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the Extra Work.

3. By determining the actual cost of the Extra Work in the same manner as in Article 8, Section 8.01, Subsection B. 2. except that the actual costs of the Contractor shall be used in lieu of estimated costs.

C. The Owner shall have the option of determining by which method the Contractor shall proceed with said Extra Work. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates. The Contractor shall submit a signed and notarized Labor Rate Worksheet(s) to the Owner to be used to determine hourly rates for various classifications of workers. The Contractor agrees to provide documentation verifying costs and calculations at the Owner's request.

D. Regardless of the method used by the Owner in determining the value of a change order, the Contractor shall, within the time-frame given by the Owner, submit to the Owner or Owner's Representative a detailed breakdown of the Contractor's estimate of the value of the omitted or Extra Work.

E. Unless otherwise specifically provided for in a change order, the compensation specified therein for Extra Work includes full payment for the Extra Work covered thereby, and the Contractor waives all rights to any other compensation for said Extra Work, damage or expense.

F. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of subcontractors and material suppliers.

G. Increased bonding costs for the Work which may result from Owner issued Changes in the Work will be addressed by the Owner at the completion of the Project Work upon submission of satisfactory proof of Contractor's increased cost.

H. Increased contractual liability insurance premium costs which may result from changes in the Work will be addressed by the Owner at the completion of the Work upon submission of satisfactory proof of Contractor's increased cost.

SECTION 8.02 – OVERHEAD AND PROFIT ALLOWANCE

A. See Example A for changes in the Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method; add to base cost a sum equal to twenty percent. See Exceptions - Paragraphs "D" and "E".

Example A:

Contractor base cost	$1,000
20% overhead and profit	200
Total	$1,200

B. See Example B for changes in the Work performed by a Subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars ($10,000.00) or less; add to the base cost a sum equal to twenty percent of cost, for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the Subcontractor's base cost.

Example B:

Subcontractor base cost	$1,000
20% Subcontractor overhead and profit	200
Subcontractor Total	$1,200
10% Contractor overhead and profit on base cost	100
Total	$1,300

C. See Example C for changes in the Work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars ($10,000) in estimated or actual cost; add to the base cost a sum equal to twenty percent of cost for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the first Ten Thousand Dollars ($10,000) of the Subcontractor's base cost, plus five percent of the next Ninety Thousand Dollars ($90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars ($100,000) of the Subcontractor's base cost.

Example C:

Subcontractor base cost	$200,000
20% Subcontractor overhead and profit	40,000
Subcontractor Total	$240,000
10% Contractor overhead and profit on first $10,000 base cost	1,000
5% on next $90,000 base cost	4,500
3% on base cost over $100,000	3,000
Total	$248,500

D. See Example D for overhead and profit on major equipment such as: switchgear, transformers, air handling units, boilers, etc. For extra equipment purchases by the Contractor or Subcontractors which exceeds a base cost of Ten Thousand dollars ($10,000) in estimated or actual cost; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars ($10,000) of the vendor's base cost plus five percent of the next Ninety Thousand dollars ($90,000) of the vendor's base cost, plus three percent of any sum in excess of One Hundred Thousand dollars ($100,000) of the vendor's base cost. If the equipment is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars ($10,000) of the base cost.

Example D:

Vendor base cost	$200,000
10% Contractor or Subcontractor overhead and profit on first $10,000 base cost	1,000
5% on next $90,000 base cost	4,500
3% on base cost over $100,000	3,000
Contractor or Subcontractor Total	$208,500
10% Contractor overhead and profit on first $10,000 base cost when equipment is supplied by the Subcontractor, no other mark-up allowed	1,000
Total	$209,500

E. See Example E for overhead and profit on a material only Change Order. For increased material purchases by the Contractor or Subcontractors which exceed a base cost of Ten Thousand dollars ($10,000) in estimated or actual costs; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars ($10,000) of the supplier's cost plus five percent of the next Ninety Thousand dollars ($90,000) of the supplier's cost, plus three percent of any sum in excess of One Hundred Thousand dollars ($100,000) of the supplier's cost. If the material is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars ($10,000) of the base cost.

Example E:

Material cost (net difference between original contract and revised)	$200,000
10% Contractor or Subcontractor overhead and profit on first $10,000 base cost	1,000
5% on next $90,000 base cost	4,500
3% on base cost over $100,000	3,000
Contractor or Subcontractor Total	$208,500
10% Contractor overhead and profit on first $10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed	1,000
Total	$209,500

F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contactor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.

1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.

G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.

SECTION 8.02A – DEDUCT CHANGE ORDER

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be as determined by the Owner. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

SECTION 8.03 – FORM OF CHANGE ORDERS

All Change Orders shall be processed, executed and approved on AIA document G701, which is included herein and made part of the Contract Documents. No alteration to this form shall be acceptable to the Owner and no payment for Extra Work shall be due the Contractor unless it executes a Change Order on said form.

ARTICLE 9 -- TIME OF COMPLETION

SECTION 9.01 – TIME OF COMPLETION

A. The Work shall be commenced at the time stated in the Owner's written notice to proceed, and shall be completed no later than the time of completion specified in the Contract Documents. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing a time of completion earlier than that specified in the Contract shall not entitle the Contractor to any additional compensation in the event the earlier time of completion is not realized.

B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work, as specified in the Contract Documents, is an essential and material condition of the Contract.

C. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for completion of the same.

D. If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the structure an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by the Contractor. (*Liquidated damages will not be assessed for this project. All language referencing liquidated damages will be removed from the final Contract for Construction. No liquidated damages amount will be included, and the related provisions will be omitted.)*

E. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the structure in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.

F. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Owner determines that the Contractor is without fault and that the delay in completion of the Work is due:

1. to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather; and

2. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1. of this paragraph.

The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Owner, in writing, of the causes of the delay.

G. The time for completion can be extended only by Change Order approved by the Owner and may be extended for:

1. all of the Work, or

2. only that portion of the Work altered by the Change Order.

H. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the structure. In addition, the Contractor shall be liable to the Owner for whatever actual damages (other than actual loss of beneficial use) the Owner may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to other Contractors working on the project or other third parties, job extension costs and other losses incurred by the Owner. The provisions of this paragraph are for the exclusive use of the Owner, and shall not accrue to other contractors or third parties.

ARTICLE 10 -- TERMINATION OR SUSPENSION

SECTION 10.01 – TERMINATION FOR CAUSE

In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, the Owner may serve written notice upon the Contractor and upon the Contractor's surety, if any, of the Owner's intention to terminate the Contract; such notice shall contain the reasons for the intention to terminate the Contract upon a date specified by the Owner. If the violation or delay shall not cease or arrangements satisfactory to the Owner shall not be made, the Contract shall terminate upon the date so specified by the Owner. In the event of any such termination, the Owner may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and Contractor's surety shall be liable to the Owner for all costs occasioned the Owner thereby. In the event of such termination the Owner may take possession of and may utilize such materials, appliances and plant as may be on the Site and necessary or useful in completing the Work.

SECTION 10.02 – TERMINATION FOR CONVENIENCE OF OWNER

The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the date of the last approved Application for Payment up to the effective date of the termination, including retainage. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. . In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment as may be on the Site and necessary or useful in completing the Work.

SECTION 10.03 – OWNER’S RIGHT TO DO WORK

The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any moneys due or to become due the Contractor.

SECTION 10.04 – SUSPENSION OF WORK

A. The Owner may order the Contractor in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest or acts of God.

B. Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

C. The Contractor specifically agrees that such suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.

D. Time for completion of the Work may be extended to such time as the Owner determines shall compensate for the time lost by the suspension, interruption or delay, such determination to be set forth in writing.

ARTICLE 11 -- DISPUTES

SECTION 11.01 – CLAIMS FOR EXTRA WORK

A. If the Contractor claims that any Work which the Contractor has been ordered to perform will be Extra Work, or that any action or omission of the Owner is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work the Contractor shall:

1. Promptly comply with said order.

2. File with the Owner and the architect within fifteen (15) working days after being ordered to perform the Work claimed by the Contractor to be Extra Work or within fifteen (15) working days after commencing performance of the Work, whichever date shall be earlier, or within fifteen (15) working days after the said action or omission on the part of the Owner occurred, a written notice of the basis of the Contractor's claim, including estimated cost, and request for a determination thereof.

3. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Owner.

B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the Owner. The Contractor's failure to comply with any or all parts of this Article shall be deemed to be:

1. a conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract,

2. a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.

C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

SECTION 11.02 – CLAIMS FOR DELAY

No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract.

SECTION 11.03 – FINALITY OF DECISIONS

A. Any decision or determination of the Architect, Owner or the Owner's Representative shall be final, binding and conclusive on the Contractor unless the Contractor shall, within ten (10) working days after said decision, make and deliver to the Owner a verified written statement of the Contractor's contention that said decision is contrary to a provision of the Contract. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision.

B. Wherever it is required in the Contract that an application must be made to the Owner or a determination made by the Owner, the decision of the Owner on said application or the determination of the Owner under the Contract shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Owner's decision or determination, files a written statement with the Owner that the Contractor reserves the Contractor's rights in connection with the matters covered by said decision or determination.

ARTICLE 12 -- SUBCONTRACTS

SECTION 12.01 – SUBCONTRACTING

A. The Contractor may utilize the services of Subcontractors subject to the bid terms and conditions.

B. The Contractor shall submit to the Owner, in writing, the name of each proposed Subcontractor as required by the Contract or earlier when requested. The Owner reserves the right to disapprove any proposed Subcontractor. Such disapproval shall not result in additional cost to the Owner.

C. The Contractor shall be fully responsible for the Work, acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors.

E. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work in accordance with the Contract Documents. The Contractor shall control and coordinate the work of Subcontractors.

F. Nothing contained in the Contract or any subcontract shall create any contractual relationship between Subcontractors and the Owner.

ARTICLE 13 -- CONTRACT COORDINATION AND COOPERATION

SECTION 13.01 – COOPERATION WITH OTHER CONTRACTORS

A. During the progress of the Work, other contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said other contractors in such a manner as the Owner may direct.

B. If the Owner shall determine that the Contractor is failing to coordinate the Work with the work of other contractors as the Owner has directed:

1. the Owner shall have the right to withhold any payments due under the Contract until the Owner's directions are complied with by the Contractor; and

2. the Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and from any costs or damages to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions.

C. If the Contractor notifies the Owner, in writing, that another contractor on the Site is failing to coordinate the work of said contractor with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the other contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another contractor's default in performance.

D. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.

E. Should any other contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said other contractor for all said damages and shall indemnify and hold the Owner harmless from all said claims.

F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any Contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

SECTION 13.02 – SEPARATE CONTRACTS

A. The Owner may award other contracts, work under which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of other contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material and in the detailed execution of the Work.

B. The Contractor shall keep informed of the progress and workmanship of other contractors and any Subcontractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors, where said delay or defective workmanship may interfere with the Contractor's operations.

C. Failure of a Contractor to keep so informed and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.

D. Where the Contractor shall perform Work in close proximity to work of other contractors or subcontractors, or where there is evidence that Work of the Contractor may interfere with work of other contractors or subcontractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of said work and the Work. If the Contractor performs work in a manner which causes interference with the work of other contractors or subcontractors, the Contractor shall make changes necessary to correct the condition.

SECTION 13.03 – COORDINATED COMPOSITE DRAWINGS

The Contractor shall prepare coordinated composite scale reproducible drawings and sections, on reproducible paper, clearly showing how the Work of the Contractor is to be performed in relation to work of other contractors or subcontractors.

ARTICLE 14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY

SECTION 14.01 – ACCIDENT PREVENTION

The Contractor shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the Site or engaged in the performance of the Work.

SECTION 14.02 – SAFETY PROGRAMS

The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

SECTION 14.03 – PROTECTION OF WORK AND PROPERTY

A. The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with the Work. The Contractor shall, at all times, guard and protect the Contractor's Work, and adjacent property. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.

B. The Contractor shall have full responsibility to protect and maintain all materials and supplies on and off site in proper condition and forthwith repair, replace and make good any damage thereto until construction completion. The Contractor shall maintain an inventory of all materials and supplies for the Project that are delivered to the Site or approved for off-site storage facilities.

C. The Contractor shall report any loss, theft, burglary, vandalism or damage of materials or installed work to the Owner by phone and fax as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the Contractor shall notify site security personnel and the municipal police. The Contractor shall also protect the place of the loss until released from protection by the Owner or the Owner's Representative. The Contractor shall insure that no potential evidence relating to the loss is removed from the place of the loss.

SECTION 14.04 – ADJOINING PROPERTY

The Contractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed during the progress of the Work.

SECTION 14.05 – RISKS ASSUMED BY THE CONTRACTOR

A. The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the execution of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner, excepting only risks which arise from faulty designs as shown by the plans and specifications or from the negligence of the Owner or the Owner's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:

1. The risk of loss or damage, includes direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, material or workmen performing services or furnishing materials for the Work. The Contractor shall bear said risk of loss or damage until construction completion or until completion or removal of said plant, equipment, tools, materials or property from the Site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace or make good any said loss or damage.

2. The risk of claims, just or unjust, by third persons against the Contractor or the Owner and the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Site. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the construction completion of the Work. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained resulting from the Contractor's negligence or alleged negligence which is discovered, appears or is manifested after acceptance by the Owner.

3. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner, the Owner's Representative, Construction Manager, servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify the Owner, the Owner's Representative, Construction Manager, servants and employees for their own negligence, if any. The Contractor agrees to assume, and pay on behalf of the Owner and the Owner's Representative, Construction Manager, servants and employees, the defense of any action at law or equity which may be brought against the Owner and the Owner's Representative, Construction Manager, servants and employees. The assumption of defense and liability by the Contractor includes, but is not limited to the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner and the Owner's Representative, Construction Manager, servants and employees, in any said action.

4. The Contractor is advised that the Work required under this Contract may impose certain obligations and requirements mandated by the U.S. Department of Labor Occupational Safety and Health Administration regulations, Title 29 CFR Part 1926.62 Lead Exposure in Construction, relative to the potential exposure to lead by its employees. The Contractor assumes entire responsibility and liability for complying fully in all respects with these regulations.

B. The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty four (24) hours after receiving a notice of loss or damage or claim from the Owner.

The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverages and any other coverages afforded the Owner including those of being an additional insured where applicable.

C. Neither Final Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

Upon the conclusion of any action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the Owner, or the Owner's members, officers, employees or representatives, the Owner agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any uninsured money judgment for which the Owner is responsible, and the Owner agrees to pay the Contractor the percentage of uninsured defense costs which the Contractor incurred based upon an apportionment of the Owner's allocated responsibility.

The Contractor agrees that any claim or costs of the Owner and/or Construction Manager arising from obligations in this Article and/or Article 15 shall be set off or deducted from payments due the Contractor.

ARTICLE 15--INSURANCE AND CONTRACT SECURITY

SECTION 15.01 – INSURANCE PROVIDED BY CONTRACTOR

A. The Contractor shall procure and maintain all of the insurance required under this Article until all Work, including punch list items, is complete.

The Contractor shall provide insurance as follows:

1. Workers' Compensation and Employers Liability Insurance

    a. Statutory Workers' Compensation (including occupational disease)

b. Employers Liability (with a minimum limit of $1,000,000) New York Statutory Endorsement

2. Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least $2,000,000 per occurrence & aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass the following:

a. Written on an occurrence form;

b. Endorsement naming the following as additional insureds: The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, the Construction Manager (if applicable) and other entities specified.

c. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Owner's own policy of insurance.

3. Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

4. Umbrella/excess liability insurance with limits of:

$5,000,000 per occurrence
$5,000,000 general aggregate

B. Before commencement of Work, the Contractor shall submit to the Owner for approval two (2) Certificates of Insurance, indicating the Project. Certificates shall provide thirty (30) days' written notice prior to the cancellation, non- renewal, or material modification of any policy. Upon request, the Contractor shall furnish the Owner and the Construction Manager with certified copies of each policy. In addition, where applicable, the Contractor shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates shall be forwarded to Owner in care of:

Sam Li
Director of Procurement Services
FIT Purchasing
333 Seventh Avenue, 15th Floor
New York, NY 10001

Certificate(s) of Insurance, when submitted to the Owner, constitutes a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown.

Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each Subcontractor of every tier. Proof thereof shall be supplied to the Owner at the address listed above.

C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

D. Should the Contractor fail to provide or maintain any insurance required by this Contract, the Owner may, after providing written notice to the Contractor, purchase insurance complying with the requirements of this Article and charge back such purchase to the Contractor.

E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.

F. Notwithstanding any other provision in this Article, the Owner may require the Contractor to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.

G. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their

agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such liability.

H. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

SECTION 15.01A – OTHER INSURANCE PROVIDED BY CONTRACTOR

Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad, including the MTA. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of "physical damage to property" shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured's care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.

SECTION 15.02 – GENERAL CONFORMANCE

The Contractor and Subcontractors shall not violate, or be permitted to violate, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.

SECTION 15.03 – CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount at least equal to one hundred (100%) of the Contract price as security for the faithful performance of the Contract and also labor and material bond in the form set forth in the Contract in an amount at least equal to one hundred (100%) of the Contract price for the payment of all persons performing labor or providing materials in connection with the Work. The surety on said bond shall be a surety company authorized to do business in the State of New York and shall be rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

SECTION 15.04 – ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner shall become dissatisfied with any surety or sureties upon the performance bond, or the labor and material payment bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on said bond or bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.

SECTION 15.05 – FAILURE TO COMPLY WITH PROVISIONS OF ARTICLE 15

The Contract may, at the sole option of the Owner, be declared void and of no effect if the Contractor fails to comply with the provisions of Article 15.

ARTICLE 16 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

SECTION 16.01 – OCCUPANCY PRIOR TO ACCEPTANCE

NOT APPLICABLE

ARTICLE 17 -- PAYMENT

SECTION 17.01 – PROVISION FOR PAYMENT

A. The Owner may make a partial payment to the Contractor on the basis of an approved estimate of the Work performed during each preceding business month. The Owner shall retain five percent (5%) of the amount of each said estimate.

The Contractor shall submit a detailed Contract Payment Breakdown prior to the Contractor's first application for payment. The model contract payment breakdown included in the Contract Documents shall establish the minimum level of detail required for the Contractor's payment breakdown. It is understood and the Contractor acknowledges that this model is included as an administrative tool for

the purpose of illustrating a format and minimum level of detail required for the Contract Payment Breakdown and shall not be considered as delineating the Contractor's Scope of Work. The Owner may request further and more detailed Contract Payment Breakdown. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in the Contract Documents.

No payment shall be made by the Owner until the Contract Payment Breakdown is approved by the Owner.

Each monthly partial payment requisition must include Affirmative Action Form AAP 7.0, Contractor's Compliance Report, properly executed, as a condition precedent to requisition payment by the Owner.

B. In preparing estimates for partial payment, material delivered to the Site and properly stored and secured at the Site, and Material approved to be stored off-site under such conditions as the Owner shall prescribe may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

The Owner will provide an Agreement for Materials Stored Off-Site and specific forms which the Contractor must complete and submit with any request for approval of partial payment for such material. Required information includes but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases, and inventory.

C. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

D. After the Owner has determined Substantial Completion of the Work, the Contractor shall submit to the Owner, for the Owner's approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule of completion for said items of Work. The Owner shall review that estimate and make the final determination.

The Owner, when all the Work is substantially complete, shall pay to the Contractor the balance due the Contractor pursuant to the Contract, less:

1. two (2) times the value of any remaining items of Work to be completed or corrected; and

2. an amount necessary to satisfy any and all claims, liens or judgments against the Contractor.

As the remaining items of Work are completed and accepted by the Owner, the

Owner shall pay the appropriate amount pursuant to the duly completed and submitted monthly requisitions.

The list of remaining Work items may be expanded to include additional items of corrective or completion Work until final acceptance as certified by the Owner's execution of "Notification of Construction Completion". Appropriate payments may be withheld to cover the value of these items pursuant to this Section.

E. All Monthly Requisitions submitted by the Contractor shall be on AIA documents G702 and G703. The Contractor shall furnish such affidavits, vouchers and receipts as to delivery and payment for materials as required by the Owner to substantiate each and every payment requested. The Contractor and its Subcontractors will submit with all applications for payment copies of the certified payrolls and certification of payment of wage supplements in a form satisfactory to the Owner. The submission of Contractor and Subcontractor certified payrolls is required at least monthly. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A)."

Section 17.02 - Acceptance of the First Payment Pursuant to Section 17.01 D. of the Contract Constitutes Release

The acceptance by the Contractor of the first payment pursuant to Section 17.01 D. shall be and shall operate as a release to the Owner of all claims by and all liability to the Contractor for all things in connection with the Work and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the performance or labor and material payment bonds.

SECTION 17.03 – RELEASE AND CONSENT OF SURETY

Notwithstanding any other provision of the Contract Documents to the contrary, the first payment pursuant to Section 17.01 D. shall not become due until the Contractor submits to the Owner a General Release and a Consent of Surety to said payment pursuant to Section 17.01 D., both in form and content acceptable to the Owner.

SECTION 17.04 - LIENS

Upon the Owner's receipt of a lien, a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of lien shall be deducted from the current payment due the Contractor. This sum shall be withheld until the lien is discharged.

SECTION 17.05 – WITHHOLDING OF PAYMENTS

A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:

1. to assure payment of just claims of any persons supplying labor or materials for the Work;

2. to protect the Owner from loss due to defective Work not remedied; or

3. to protect the Owner, Construction Manager or Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of other contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.

4. to assure payment of fines and penalties which may be imposed on the Contractor pursuant to the provisions of this Contract.

B. The Owner shall have the right to apply any such amounts so withheld, in such manner as the Owner may deem proper to satisfy said claims, fines and penalties or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.

C. The provisions of this Article 17 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

SECTION 17.06 – OWNER'S RIGHT TO AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain and keep, for a period of at least six (6) years after the date of final payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. The Owner or the Owner's Representative shall have the right to inspect and audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

SECTION 17.07 – FALSE STATEMENTS/INFORMATION

A. False statements, information or data submitted on or with applications for payment may result in one or more of the following actions:

1. Termination of the Contract for cause;
2. Disapproval of future bids or contracts and sub-contracts;
3. Withholding of final payment on the Contract; and
4. Civil and/or criminal prosecution.

B. These provisions are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 18 -- TAX EXEMPTION

SECTION 18.01 – TAX EXEMPTION

A. The Owner is exempt from payment of Federal, State, local taxes and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.

B. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

ARTICLE 19 -- GUARANTEE

SECTION 19.01 - GUARANTEE

The Contractor shall in all respects guarantee the Work to the Owner and be responsible for all material, equipment and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, any said material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not acceptable to the Owner, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Construction Completion or any part thereof, by the Owner. The Contractor shall also pay for any damage to the Work resulting from said defect or fault.

ARTICLE 20 -- STANDARD PROVISIONS

SECTION 20.01 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.

SECTION 20.02 – COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Contractor shall comply fully with all applicable laws, rules and regulations.

SECTION 20.03 – LAW GOVERNING THE CONTRACT

The Contract shall be governed by the laws of the state of New York.

SECTION 20.04 - ASSIGNMENT

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. If the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work.

SECTION 20.05 – NO THIRD PARTY RIGHTS

Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the Fashion Institute of Technology, the State University of New York, Board of Education of the City of New York, the City or State of New York and the Construction Manager beyond such as may legally exist irrespective of the Contract.

SECTION 20.06 – CONTRACT DEEMED EXECUTORY

The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the Owner beyond the moneys available therefore.

SECTION 20.07 – ANTI-RIOT PROVISIONS

A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any Federal, State or local court of competent jurisdiction for inciting, promoting, or carrying on a riot or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of Federal, State or local laws designed to protect persons or property.

B. The Contractor and each Subcontractor shall notify their employees of all rules and

regulations adopted pursuant to Article 129-A of the Education Law of the State of New York. Notices containing the text of the aforementioned rules and regulations shall be posted by the Contractor at the Site.

SECTION 20.08 – DOMESTIC STEEL

The Contractor agrees, that if the value of this contract exceeds $100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

SECTION 20.09 – PROTECTION OF LIVES AND HEALTH

A. Each Contractor and Subcontractor shall comply with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The Contractor's and Subcontractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The Contractor shall provide to the Owner a copy of Form C-2, Employers Report of Injury/Illness within twenty- four (24) hours of any job related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job related injury or illness is recorded. The Contractor shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.

C. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance or operation of such Work, plant, appliances and methods.

D. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain and operate said appliances or methods.

E. The Owner may impose a payment penalty on the Contractor for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth

(1/20) of the Contract price or a maximum of One Thousand Dollars ($1,000.00) for each time the Contractor fails to perform or to provide the information, reports or forms required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

F. The Owner, Owner's Representative, or Architect may inspect the Site at any time without notice to the Contractor. If the Owner or its representatives find that the Contractor is not complying with Section 20.10 A or any other provision of Section 20.10, the Owner may send written notice to the Contractor to correct any deficiency. Upon re-inspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before Work continues and the Contractor is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and back charge the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.

G. The Contractor shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the Contractor shall telephone and send a facsimile or email to Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner's Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph 20.10 E or void the entire Contract and retain any or all amounts due the Contractor under this Contract.

SECTION 20.10 – PROHIBITED INTERESTS / ETHICAL CONDUCT

A. No officer, employee, architect, attorney, engineer, inspector or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.

B. The Owner strongly discourages the Contractor from offering or giving anything of value to employees of the Owner under circumstances which may constitute, or even suggest, impropriety. Contractor, or its agents, shall not directly or indirectly offer or give any gift whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, to an employee or any representatives of the Owner.

C. To promote a working relationship with the Owner based on ethical business practices, the Contractor shall:

- furnish all goods, materials and services to the Owner as contractually required and specified,
- submit complete and accurate reports to the Owner and its representatives as required,
- not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor,
- not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions,
- not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance, and
- not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.

D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers and employees, through the adoption of corporate ethics awareness training programs and written codes of conduct.

E. Although the Contractor may employ relatives of Owner's employees, the Owner must be made aware of such circumstances as soon as possible, in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner's

employee or representative where a conflict of interest, or the appearance thereof, is deemed to exist.

F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of *two (2) years* following their separation from service with the Owner. In addition, former employees of the Owner are subject to a *"lifetime bar"* from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.

G. The Contractor agrees to notify Stephen Tuttle, Esq., the Owner's attorney, at (212) 217-4030 of any activity by an employee of the Owner that is inconsistent with the contents of this Section.

H. Any violation of these provisions shall justify termination of this Contract and may result in Owner's rejection of the Contractor's bids or proposals for future contracts.

SECTION 20.11 – STATE AND FEDERAL LABOR LAW PROVISIONS

A. Although the Work of this Contract is not public work, the Owner intends that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.

B. The Contractor specifically agrees to comply with Labor Law, Sections 220 and 220-d as amended, that:

1. no laborer, workman or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in the Labor Law;

2. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;

3. the minimum hourly rate of wage to be paid and supplement provided shall be not less than that stated in the Contract and as shall be designated by the Industrial Commissioner of the State of New York; and

4. the Contractor and every Subcontractor shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any,

required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

C. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.

D. All employees of the Contractor and each Subcontractor shall be paid in accordance with the provisions of the Labor Law. Certified payroll copies shall be provided to the Owner as specified in these General Conditions and otherwise upon request.

E. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of the Contract.

F. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:

1. the stipulated wage scale or supplement as established by the fiscal officer, or
2. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.

G. Pursuant Labor Law, Section 220-e, the Contractor specifically agrees:

1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin;

3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract; and

4. That the Contract may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract, or when one final determination involves the falsification of payroll records or the kickback of wages and/or supplements.

H. The Contractor specifically agrees:

1. That the Contractor shall certify its payrolls and keep these certified records on site and available, and provide copies to the Owner upon request.

2. That the Contractor shall provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's

SECTION 20.12 - NONDISCRIMINATION

During the performance of the Work, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, sex, sexual orientation, gender, gender identity/expression, national origin, age, disability, marital status, or any other protected category.

B. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through G (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

C. If directed to do so by the Commissioner of Human Rights, the Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

D. The Contractor shall state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

E. The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

G. The Contractor shall include the provisions of clauses A through F above in every subcontractor purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operation to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such Subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and to protect the interests of the State of New York.

SECTION 20.13 – LIMITATION ON ACTIONS

No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within six (6) months after receipt by the Owner of the Contractor's final requisition or, if the Contract is terminated by the Owner, unless such action is commenced within six (6) months after the date of such termination.

SECTION 20.14 – WAIVER OF REMEDIES

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of Contract entitling the Contractor to cancel or rescind the same or to suspend or abandon performance thereof; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.

SECTION 20.15 – WAIVER OF CERTAIN CAUSES OF ACTION

No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based upon the Contract, relating to the giving of notices or information.

SECTION 20.16 – CONTRACTOR RELATIONSHIP

The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.

SECTION 20.17 – FAILURE TO COMPLY WITH THIS ARTICLE

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this Article 20.

SECTION 20.18 – YEAR 2000 WARRANTY

SECTION DELETED

SECTION 20.19 – FALSE RECORDS/KICKBACKS

The Contractor agrees that this Contract may be canceled or terminated for cause by the Owner and all moneys due or to become due hereunder may be forfeited upon the Owner's determination that the Contractor has submitted false records to the Owner and/or that the Contractor has participated in the kickback of wages. Said determination by the Owner must first allow the Contractor an opportunity to show why its Contract should not be canceled or terminated for cause for said actions.

ARTICLE 21- COOPERATION WITH INVESTIGATIONS

The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner or any other duly authorized representative of the Owner ("Representative").

The Contractor shall grant the Owner or the Representative the right to examine all books, records, files, accounts, computer records, documents and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; reports; audits; vendor qualification records; original estimate files; change order/amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns, and the supporting documentation for the aforesaid books and records.

At the Owner's or the Representative's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner or the Representative, the Contractor shall execute such documents, if any, as are necessary to give the Owner or the Representative access to Contract-related books, documents or records which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter into any agreement with a Subcontractor, consultant or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner or the Representative in obtaining access to past and present Subcontractor, consultant and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.

The Contractor shall assist the Owner or the Representative in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.

The Contractor shall require each Subcontractor to include in all agreements that the

Subcontractor may hereinafter enter into with any and all Subcontractors, consultants and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this section. The Contractor shall not enter into any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision.

The Contractor shall not make any payments to a Subcontractor, consultant or supplier from whom the Contractor has failed to obtain and supply to the Owner or the Representative complete, accurate and truthful information in compliance with a request from the Owner or the Representative to the Contractor.

Any violation of the provisions of this Article shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts.

SECTION VI.
LABOR & MATERIAL PAYMENT BOND

LABOR & MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That_____
(Here insert the name and address or legal title of the Contractor)

_____

as Principal, hereinafter called Principal, and _____

_____
(Here insert the legal title of Surety)

_____
(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of _____

_____and /100 Dollars ($_____)

WHEREAS, Principal has by written agreement dated _____

entered into a Contract with Owner for _____

_____

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full

before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the Owner, or 3) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, or Surety for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The penal sum of this Bond is in addition to any other Bond furnished by the Contractor and in no way shall be impaired or affected by any other Bond.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' Liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed this_____day of_____20__.

IN THE PRESENCE OF:

_____	_____
(Principal)	(Surety)
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
(Address)	(Address)
_____	_____
(City, State, Zip)	(City, State, Zip)

Telephone (____)_____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF_____) ss:

COUNTY OF_____)

On the_____day of_____in the year 20__, before me personally came_____to me known, who, being by me duly sworn, did depose and say that (s)he resides at_____, that (s)he is the _____ of_____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF_____)ss:

COUNTY OF_____)

On the_____ day of_____ in the year 20__, before me personally came

_____, to me known and known to me to be a member of the firm_____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF_____) ss:

COUNTY OF_____)

On the_____day of_____in the year 20__, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

_____
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF_____) ss:

On the_____day of_____in the year 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____ _____, that (s)he is the _____of_____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

SECTION VII.
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That_____
(Here insert the name and address or legal title of the Contractor)

_____

as Principal, hereinafter called Principal, and _____

_____
(Here insert the legal title of Surety)

_____
(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, in the amount of _____ _____and _____ /100 Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____

entered into a Contract with Owner for _____

_____

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.1.

2. If there is no Owner default, the Surety's obligation under this Bond shall arise after:

2.1 The Owner has notified the Contractor, the Surety at its address described in Paragraph 8. below that the Owner is considering declaring a Contractor in default.

2.2 The Owner has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract.

2.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Contract in accordance with the terms of the Contract with the Owner.

3. When the Owner has satisfied the conditions of Paragraph 2 herein., the Surety shall, at the Owner's option, promptly and at the Surety's expense take on the following actions:

3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 5. in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor default.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 3.1, 3.2, or 3.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

5.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3.; and

5.3 Liquidated Damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor. 3

6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

7. The Surety hereby waives notice of any change, including changes of time, to the Contract

or to related subcontracts, purchase orders, and other obligations.

8. Notice of the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.

9. Definitions:

9.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

9.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

9.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

9.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

The penal sum of this Bond is in addition to any other Bond furnished by the Contractor and in no way shall be impaired or affected by any other Bond.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract.

Signed this_____day of_____20__.

IN THE PRESENCE OF:

_____	_____
(Principal)	(Surety)
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)

_____ _____
(Address) (Address)

_____ _____
(City, State, Zip) (City, State, Zip)

Telephone (____)_____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF_____) ss:

COUNTY OF_____)

On the_____ day of_____ in the year 20__, before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at_____, that (s)he is the_____of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF_____)ss:

COUNTY OF_____)

On the_____ day of_____ in the year 20_, before me personally came

_____, to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF_____) ss:

COUNTY OF_____)

On the _____ day of _____ in the year 20_, before me personally

came_____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

_____
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF_____) ss:

On the _____ day of_____ in the year 20_, before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____
_____, that (s)he is the_____
of_____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

SECTION VIII.
FORM OF BID

FORM OF BID

(Contract for Total of All Materials and Labor)

The Fashion Institute of Technology
(Owner)

For:

The Fashion Institute of Technology is requesting Bids for the Work described in Section II. Bid Terms and Conditions, II. Summary of Scope of Work and as shown and described on the drawings and specifications provided with this document at the Fashion Institute of Technology's "_____" located on 27th street campus. To be known from this point forward as the "_____"

Pursuant to and in compliance with the Owner's advertisement for bids dated_____, 20__ and the Contract Documents relating hereto, the undersigned hereby offers to provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the General Contracting and Electrical Work as required by, and in strict accordance with, the applicable provisions of the Contract Documents, as defined in the General Conditions, including changes thereto, and all of the addenda issued by the Owner and sent to the undersigned by facsimile transmission or delivered to the bidder prior to the date of opening of bids, whether received by the undersigned or not, for the total sum of

_____Dollars

($_____).

The Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

If written notice of the acceptance of the Bid is sent to the undersigned by certified or registered mail or by facsimile transmission or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before the Bid is withdrawn, the undersigned shall, within eight (8) days after the date of such mailing, facsimile transmission, or delivery of such notice, execute and deliver a Contract in the Form of Contract included in the Contract Documents.

The undersigned hereby designates as the undersigned's office to which such notice of acceptance may be mailed, transmitted, or delivered as _____
_____
_____

SECTION IX.

NON-COLLUSIVE BIDDING CERTIFICATION

Non-collusive Bidding Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Firm Name _____

Address _____

_____

By_____
(Signature and Title)

Dated: _____

Telephone (____)_____Fax No. (____)_____

_____
(Taxpayer ID or Social Security Number)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF_____) ss:

On the_____day of_____, 20_, before me personally came _____

to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____

_____, that (s)he is the_____of _____

_____, the corporation described in and which executed the above instrument;

and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF NEW YORK)
COUNTY OF_____) ss:

On the_____day of_____, 20__, before me personally came _____ to me known and known to me to be a member of the firm _____ _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purposes mentioned therein.

_____
Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF_____) ss:

On the_____day of_____, 20__, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and (s)he duly acknowledged that (s)he executed the same.

_____
Notary Public

SECTION X:

SUBSTITUTION FORM REQUEST

FASHION INSTITUTE OF TECHNOLOGY

SUBSTITUTION REQUEST FORM

1.1 CONDITIONS OF SUBSTITUTIONS

A. Substitution indicated on this Form is a proposed substitute to requirements indicated in the Contract Documents. Substitution listed has not been included in an Addendum. Submit one Form for each proposed substitution.
B. For each proposed Substitution, state difference in price or "No Change" where Substitution is offered.
C. Attach complete technical data, specifications, and description of substitutions.
D. Architect reserves the right to accept or reject any or all proposed substitutions.

1.2 SUBSTITUTION REQUEST

The following information is hereby submitted for a substitution to the specified item.

Specification Section and Title: _____

Paragraph_____ Page_____ Specified Item _____

Proposed Substitution: _____

Manufacturer:_____ Address:_____ Phone: _____

Trade Name:_____ Model No: _____

Price Difference:_____or No Change _____

The Undersigned certifies:

A. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
B. Same warranty will be furnished for proposed substitution as for specified product.
C. Same maintenance service and source of replacement parts, as applicable is available.
D. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
E. Proposed substitution does not affect dimensions and functional clearances.
F. Payment will be made for changes to the building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT'S REVIEW AND ACTION

□ Substitution Approved – Make submittals in accordance with General Requirements
□ Substitution Approved As Noted – Make submittals in accordance with General Requirements.
□ Substitution Rejected – Use specified materials.
□ Substitution Request Received Too Late. Use specified materials.

Signed by: _____

Supporting Data Attached: □ Drawings □ Product Data □ Samples □ Tests
□ Reports □ Other_____

SECTION XI.
CONTRACT

TO BE SIGNED ONLY UPON AWARD

CONTRACT

This Agreement made as of the_____day of_____20____, by and between the _____, hereinafter referred to as the "**OWNER**" and _____hereinafter referred to as the "Contractor", for Work at _____

_____

WITNESSETH: That the **OWNER** and the Contractor for the consideration named agree as follows:

1. The Contractor shall Provide and shall perform all Work of every kind or nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the _____

_____

_____in strict accordance with the Contract Documents as defined in the General Conditions (and of which a listing of specifications and drawings are attached hereto) and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and shall perform all other obligations imposed on such Contractor by the Contract.

2. The Contractor agrees to perform all Work and labor required, necessary, proper for, or incidental to the Work, and to Furnish all supplies and materials required, necessary, proper for, or incidental to the Work for the total sum of_____ _____and 00/100 Dollars ($_____ _____.00), which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract.

3. The Contractor shall commence Work on the Contract at a time to be specified in a written notice to proceed issued by the OWNER and complete the project no later than_____.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

F.I.T. Student Housing Corp.

_____

Sherry Brabham, Treasurer

_____

(Name of Contractor)

By_____

(Signature)

_____

(Print Name and Title)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF_____)
COUNTY OF_____) ss:

On the_____day of_____in the year 20_____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at_____, that (s)he is the_____of_____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF_____)
COUNTY OF_____) ss:

On the_____day of_____in the year 20_, before me personally came _____to me known and known to me to be a member of the firm_____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

_____
Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF_____)
COUNTY OF_____) ss:

On the_____day of_____in the year 20_, before me personally came_____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

_____
Notary Public

SECTION XII.
AFFIRMATIVE ACTION FORM

MONTHLY CONTRACTOR'S COMPLIANCE REPORT FORM AAP 7.0

INSTRUCTION SHEET

ALL PAYMENT REQUISITION, CONTRACTOR AND PROJECT INFORMATION ON THE TOP PORTION OF THE FORM MUST BE COMOPLETELY FILLED OUT. PLEASE NOTE:

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

PART B- PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

1) ALL FIRMS THAT YOU ARE UTILIZING ON THE JOB MUST BE LISTED EACH TIME **REGARDLESS** IF THEY ARE SCHEDULED TO RECEIVE PAYMENTS OUT OF THE PROCEEDS OF THE REQUISITION FOR PAYMENT.

2) All relevant information for each subcontractor and/or supplier must be filled in. This includes firm's complete name, address, phone number and Federal ID #. In addition, if the firm is a **NYS CERTIFIED MBEIWBE**, please indicate as such in the appropriate box.

   AS A REMINDER, ONLY THOSE FIRMS THAT HAVE NYS CERTIFICATION BY THE EMPIRE STATE DEVELOPMENT CORPORATION CAN BE COUNTED TOWARDS THE MBE/WBE GOAL ACHIEVEMENT FOR THE PROJECT.

3) The percentage of the job or purchases completed must be filled in and in addition, please indicate the number of change orders issued on any subcontract agreement or the number of purchase orders issued to date if purchasing supplies.

4) A description of the work being performed by a subcontractor or the type of supplies being purchased must befilled in.

DEFINITIONS

INTENDED PAYMENT: This is the amount of money that you intend to pay to each firm with the money that you will receive from the accompanying requisition. **This is not** the amount that you intend to pay over the life of the contract.

AMOUNT PAID TO DATE: This is the amount of money that has **ACTUALLY** been paid to date from previous requisitions submitted. It does not include the amount that you intend to pay from this requisition. THIS AMOUNT WILL BE VERIFIED BY OUR OFFICE PRIOR TO CLOSE OUT OF THE JOB BY THE RECEIPT OF COPIES OF CANCELED CHECKS OR PAID INVOICES.

CURRENT VALUE OF SUBCONTRACT: This is the total value to date of any subcontract agreement that has been issued to the firm by your company. It should be inclusive of any change orders issued to the original contract. **NOTE:** THIS LINE IS FOR SUBCONTRACTOR INFORMATION ONLY. IF THE FIRM LISTED IS A SUPPLIER THAT YOU ARE PURCHASING SUPPLIES OR MATERIAL FROM, LEAVE BLANK AND GO TO THE NEXT LINE.

TOTAL VALUE OF ALL PURCHASE ORDERS: This is the total amount of **all** purchase orders that will be issued to the firm for the entire job. The number of purchase orders issued to date should be reflected in the area indicated to the left. **NOTE:** THIS LINE IS FOR SUPPLIER INFORMATION ONLY. IF THE FIRM IS A SUBCONTRACTOR, LEAVE THIS AREA BLANK. A SUBCONTRACTOR AGREEMENT SHOULD BE ISSUED WHICH WOIULD BE REFLECTED ON THE PREVIOUS LINE.

The current form that you should be utilizing is form: AAP 7.0 Revised 1/9/08. This form must be included with each payment requisition submitted or the payment will not be processed.

If the form is not filled out according to the above instructions, your next payment requisition may be held until corrections are made. In addition, each report submitted must have an original signature and date.

MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Payment Requisition Date _____
Payment Requisition Amount $._____
FIT Contract Number _____

CONTRACTOR INFORMATION

Name_____ Federal ID No. _____

Address_____

Contact Person_____ Telephone Number _____

PROJECT INFORMATION

Institution_____ City and Zip Code _____

Work Description _____

Part B – Payments to Subcontractors and Suppliers: Provide name, address and telephone number of **ALL** subcontractors to which you have awarded a subcontract or suppliers to which you have issued a purchase order. Place **X** in check box to indicate whether they are a New York State certified MBE or WBE or Other. In addition, for each firm listed below you must also include: the firms federal identification number; amount of intended payment to be made from proceeds of the accompanying requisition; percent complete, amount paid to date; the number of change orders or purchase orders; current value of subcontract (including change orders) or cumulative value of purchase orders; and a brief description of the work or service. All subcontractors or suppliers with whom you have an agreement should be listed below, even if they are not scheduled to receive a payment out of the proceeds of the attached requisition for payment. For further details, see Instruction Sheet

Firm_____ ☐ MBE ☐ WBE ☐ Other Fed. ID# _____

Address_____ Phone#_____ Intended Payment$._____

Address _____ Percent Complete_____ Amount Paid to Date$_____

No. of Change Orders._____ Current Value of Subcontract $_____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders $ _____

Work Description _____

Firm_____ ☐ MBE ☐ WBE ☐ Other Fed. ID# _____

Address_____ Phone #_____ Intended Payment$._____

Address _____ Percent Complete_____ Amount Paid to Date$_____

No. of Change Orders._____ Current Value of Subcontract $_____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders $ _____

Work Description _____

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

_____ _____
Name of Principal or Officer (Type or Print) Title of Principal or Officer {Type or Print)

_____ _____
Signature of Principal or Officer Date

SECTION XIII.
CHANGE ORDER FORM

CHANGE ORDER

TO:

Contractor:_____ Contract No. _____

Street: _____ Contract Date: _____

City, State, Zip:_____ Original Contract Amount: $ _____

Phone No. _____ Total Approved Change Orders: _____

Current Contract Amount: $_____

You are hereby directed to perform all labor and to provide all materials necessary to carry out the Work described below:

Full consideration for this change order shall be on **INCREASE/DECREASE** of the original contract amount by:

_____Dollars.

Labor = _____

Materials = _____

INCREASE/DECREASE of the original schedule by days. In accepting and executing this change order, the Contractor, its heirs, executors, administrators, successors, and assigns hereby release and forever discharge the Owner, its successors, and assigns from any and all actions, causes of action, claims and demands whatsoever in law or in equity which the Contractor ever had, now has, or may have against the Owner in any way arising out of this change.

Recommended by:
CONSTRUCTION MANAGER OR ARCHITECT

Name: _____

_____

By: _____ Date: _____

Approved by:

Name:_____

By: _____ Date:_____

Accepted by:
CONTRACTOR

Name:_____

By: _____ Date: _____

OWNER

Name:_____

By: _____ Date: _____

SECTION XIV.
CONTRACTOR'S
TRADE PAYMENT BREAKDOWN

TRADE PAYMENT BREAKDOWN

PROJECT: _____ **CONTRACT # C**

CONTRACTOR: _____

			CONTRACT AMOUNT			
ITEM no.	**DESCRIPTION**	**UNIT MEAS.**	**QUANTITY**	**LABOR**	**MATERIAL**	**TOTAL**
1	Mobilization	LS				
2	Bonds	LS				
3	Insurance	LS				
4	Safety Program	MTLY				
5	Supervision	MTLY				
6	Permits/Licenses	LS				
7	CPM Schedules	LS				
8	Samples - Submittals	LS				
9	Data Submittals	LS				
10	Field Coordination	MTLY				
11	Coordinate with HVAC, Electrical	MTLY				
12	Coordinate with Plumbing/Fire Prevention	MTLY				
13	Coordinate with Kitchen Equipment Contractor	MTLY				
14	Temporary Electric	LS				
15	Temporary Light	LS				
16	Temporary Facilities	MTLY				
17	Fire Prevention	LS				
18	Temporary Field Office	MTLY				
19	Material Hoisting	LS				
20	Hoisting Operations	LS				
21	Storage	LS				
22	Warranties, Etc.	LS				

SECTION XV.

DARIUS TORABY ARCHITECTS GENERAL CONDITIONS AND PROVISIONS

General Conditions and Provisions
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Note: In case of conflict, terms and conditions described in the FIT Invitation to Bid, Section Bid Terms and Conditions & Section III Contract Terms and Conditions, shall govern.

SPECIFICATIONS FORMAT

FORMAT

A. These Specifications generally follow the Construction Specifications Institute format.

LANGUAGE

A. The Specifications language is written using both indicative mood and imperative mood.

Where the imperative mood is used, the language is directed to the Contractor, unless specifically indicated otherwise.

B. Where a colon (:) is used after a subject, the phrase "shall be" (or variations thereof) is to be inferred.

C. Instruction Terms

Wherever reference is made in the Contract to the Work or its performance, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of similar import shall imply the direction, requirement, permission, order, designation or prescription of the A/E & FIT.

D. Approval and Acceptance Terms

"Approved", "acceptable" "satisfactory" and words of similar import shall mean and intend: approved by, acceptable to, or satisfactory to, the A/E & FIT.

Acknowledgement: Partially adopted from NYCSCA.

MISCELLANEOUS PROVISIONS

EXAMINATION OF PREMISES

A. Verification of Existing Conditions after Award

1. Various existing conditions at locations of the Work which cannot be determined until removals are under way cannot be indicated on the Drawings or described in the Specifications.

2. Perform all such removals as required to verify all existing conditions before fabricating the work.

3. Where applicable, before removing any enclosure that will expose the interior of a building to the elements or before disturbing any structural work, make all possible preliminary investigations to verify the existing conditions thereat.

4. Where removals or preliminary investigations reveal existing conditions that differ materially from what is indicated or specified, or that may require changes, immediately notify the A/E of record and FIT in writing and await instructions before proceeding further with that part of the Work.

B. Discrepancies in Existing Conditions

During the process of the Work, should conditions be encountered that materially differ from those shown on the Drawings or indicated in the Specifications, or conditions which could not reasonably have been anticipated, which conditions will materially affect the cost of the Work, such conditions shall immediately be called to the attention of the A/E of record and FIT, before they are further disturbed. The A/E and FIT will promptly investigate the conditions and if it is found that they do so materially differ, shall issue a change order.

ASBESTOS AND PCB CONTAMINATED CAULKING

A. If, during the course of construction, the Contractor believes materials that might contain asbestos or PCB-contaminated caulking may be disturbed during performance of the Work, the Contractor shall immediately notify the A/E & FIT's Field Representative of the area(s) of concern.

FIRE PREVENTION CONTROL

A. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

B. Fire Prevention and Protection

Per Section BC 3303.7 of the 2014 NYC Building Code, fire fighting equipment, access at the construction or demolition site and the conduct of all construction or demolition operations affecting fire prevention and fire fighting shall comply with the New York City Fire Code.

1. Water Supply

No hazardous or combustible material shall be kept at the site unless water supply for fire protection, either temporary or permanent, is available at the site.

2. Fire extinguishers shall be provided in accordance with the New York City Fire Code.

HOUSEKEEPING

A. Per Section BC 3303.4, the Contractor shall:

1. Keep the Work free from debris at all times.

2. Clean all enclosed structures and roof of construction sheds daily.

3. Remove material and debris from the Site at least once a week. Meet requirements of the New York City Fire Code.

B. The removal of material and debris shall comply with Section BC 3303.5. The Contractor shall conform with the following:

1. Burning of material and debris is not permitted.

2. All material and debris shall be lowered by way of chutes, taken down by hoists, or lowered in receptacles. Under no circumstances shall any rubbish be dropped or thrown from one (1) level to another inside or outside any building.

3. Do not throw material and debris from the windows or other parts of the building. Wet down Mason's debris, dirt and other dust-producing material from time to time.

4. Remove from the site all surplus materials as the Work progresses.

5. At the conclusion of the work, all erection plant tools, temporary structure and materials belonging to the Contractor shall be promptly taken away.

6. In the event the Contractor fails to maintain the premises in a neat condition acceptable to the FIT or fails to keep the building, premises and surrounding sidewalks and streets clean and free from material and debris resulting from the Work, or postpones or delays in the removal of material and debris, the FIT may order such material and debris removed by other parties. In such event, there shall be withheld from any payment to the Contractor a sum determined by the FIT sufficient to cover the cost of removal by other parties.

C. All materials, fixtures and equipment, removed in the process of the work under this Contract shall remain the property of the FIT. The FIT's Representative will examine the materials, fixtures and equipment removed, and determine which items shall be retained by the FIT. The Contractor shall move and store such items where directed by the FIT's Field Representative. All other materials, fixtures, and equipment shall become the property of the Contractor and shall be removed and be disposed of in same manner as material and debris.

SURVEYS AND LAYOUT

A. If, for any reason, stakes, batter boards or monuments are disturbed, it shall be the responsibility of the Contractor to re-establish them.

B. The FIT's Representative may order construction work suspended at any time when location of monuments, stakes, bench marks and other layout markings established by the Contractor are not adequate to permit checking the Work.

SCHEDULING

A. The Contractor shall deliver to the FIT schedules and forms in accordance with the Contract.

B. The FIT may require the Contractor to modify schedules that the Contractor has submitted either before or after such schedules are accepted so that:

1. The Work shall not be delayed.

2. Changes in the Work are reflected in the schedules of the Contractor.

CONTRACT DOCUMENTS

A. The Contract Documents (Technical Specifications, Contract Drawings, and any addenda to those documents) are available for download at the FIT's Bidset Website. The sets will be available for a limited time (until the end of the current calendar year after award of the contract) and thus it is recommended the documents be retrieved soon after award. The Contractor and its contractors are responsible to reproduce and distribute any documents required for each entity to perform its respective work.

MAINTENANCE OF PERMANENT ROADWAYS

A. The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

TRAFFIC CONTROL

A. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the FIT's Representative. Temporary roadways shall be closed only with prior approval of the FIT.

B. Parking areas for the use of those engaged in the Work shall be as indicated in the Contract or as directed by the FIT's Representative.

DISCONTINUE, CHANGES AND REMOVAL

A. The Contractor shall:

1. Discontinue all temporary services required by the Contract when so directed by the FIT's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the FIT liable for any additional cost entailed thereby.

2. Remove and relocate such temporary facilities without additional cost to the FIT, and restore the Site and the work to a condition satisfactory to the FIT.

MOISTURE AND CONDENSATION CONTROL

A. The Contractor shall provide for ventilation of all structures until Physical Completion and acceptance of the Work and shall control such ventilation to avoid excessive rates of drying of construction materials, including but not limited to concrete and to plaster, and to prevent condensation on sensitive surfaces.

STORAGE OF MATERIALS

A. Provide and maintain adequate storehouses, material sheds, protection or other structures as may be required for any of the Work, or for the storage of materials. Adopt methods, procedures and ways and means to meet the exigencies of all seasons.

B. All material or equipment not being used shall be stored at least 10 feet, measured along all horizontal dimensions, from all unenclosed perimeters of the building or structure as per Section BC 3303.4.5.

C. Refer to Section BC 3303.4.7 for requirements for storage of material near sidewalks, walkways, and pathways.

CONCESSIONS ON SITE

A. No restaurants, lunchrooms or other concessions of any kind whatsoever shall be operated on the site of this Project except with written permission of the FIT.

PROJECT MEETINGS

SUMMARY

A. Project meetings shall be convened either regularly or as needed to accomplish the following:

1. Coordinate and plan the start of the Work.

2. Where applicable, coordinate the Work with the college administration and other contractors.

3. Resolve problems and issues with the design, construction or administration of the Project.

4. Review the progress of the Work, the quality of the Work, and payments for the Work.

5. Review and coordinate the safety program.

6. Review and negotiate change orders.

7. Review project closeout progress and procedures.

PRE-CONSTRUCTION MEETINGS

A. Prior to the start of Work, the FIT will convene a Pre-Construction Meeting to be attended by representatives of the FIT, the Contractor, primary subcontractors, and the A/E of Record including any required sub-consultants. Project items including, but not limited to, the following shall be established and/or discussed:

1. Key personnel from all parties involved with the Project.

2. Lines of communication and points of contact.

3. Mobilization and safety procedures.

4. Permit applications and use of the premises.

5. Progress meeting intervals.

6. Contractor's quality control system and forms to be used on the project.

7. Submittal processes.

8. Procedures for processing and responding to Contractor's inquiries (e.g.: "Request(s) For Information" ["RFI's"])

9. Change Order Process

10. Request for payment procedures

B. For projects where the Work is to be performed in an occupied college, the Contractor may be required to attend a second Pre-construction Meeting with college personnel. The FIT may also require key personnel from the primary subcontractors and the abatement subcontractor (if applicable) to attend such meeting.

C. Contractor is to prepare and provide minutes of these meetings to all attending parties.

PROGRESS MEETINGS

A. At intervals established during the Pre-Construction Meeting, the A/E & FIT will convene job site Progress Meetings to be attended by all key project personnel presided by the FIT's representative. The frequency of such Progress Meetings may be modified if the A/E & the FIT's representative determine that the Work progress or jobsite conditions warrant additional meetings. The A/E & the FIT's

representative will determine the agenda for the meeting. All topics relating to the performance of the Work shall be discussed.

B. Contractor is to prepare and provide minutes of these meetings to all attending parties.

SAFETY MEETINGS

A. Schedule and attend safety meetings as described in this specification.

PRE-INSTALLATION MEETINGS

A. The FIT may convene Pre-Installation meetings to address particular components of the Work requiring special coordination or specialized inspection or technical support. The Contractor shall assure that all subcontractors, vendors, suppliers, etc. related to the particular work component at issue are present. The A/E of Record, inspectors, etc. will attend as required. All topics concerning the proper and timely installation of the work component will be addressed. Contractor is to prepare and provide minutes of these meetings to all attending parties.

CHANGE ORDER MEETINGS

A. The FIT's representative may convene Change Order Meetings at its offices to resolve change order issues and disputes not otherwise concluded. The Contractor shall assure that all parties necessary to negotiate on its behalf are in attendance. Contractor is to prepare and provide minutes of these meetings to all attending parties.

PROJECT CLOSE-OUT MEETINGS

A. The A/E & FIT's representative may convene Project Close-Out Meetings to discuss deficiency lists, punch lists, close-out documentation, substantial or final payment request procedures and other topics related to the Final Completion of the Work. The Contractor shall assure that all related Contractor and subcontractor personnel essential to the Final Completion of the Work are in attendance. Contractor is to prepare and provide minutes of these meetings to all attending parties.

MATERIAL AND EQUIPMENT

DELIVERY, STORAGE AND PROTECTION

A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the FIT.

B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the FIT, shall move such material or equipment.

C. Contractor shall furnish to the A/E & FIT's Field Representative a copy of each material order, indicating date of order and quantity of material, and shall also notify the FIT's Field Representative when material has been delivered to the site and state the quantities.

D. Ample quantities - Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the Work within the Contract time.

E. Manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.

F. Contractor shall coordinate deliveries in order to avoid delay in, or the impeding of the progress of the Work. Deliveries shall be made during regular work hours, unless approved otherwise by the FIT.

G. Stacking - All materials shall be properly stacked in convenient places adjacent to the Work, or in other areas approved by the FIT's Field Representative, and protected as recommended by the respective material manufacturer.

H. Overloading - If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the existing structure.

I. No Interference - If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor, or interfering with the college's activities, Contractor shall remove and restack such materials at no additional cost to the FIT.

APPROVAL OF MATERIALS

A. Local Laws - All materials, appliances and types of methods of construction shall be in accordance with the Contract Documents, and shall in no event be less than that necessary to conform to the requirements of the Administrative Code and the Charter of the City of New York.

B. Repute of Manufacturer - No manufacturer will be approved for any materials to be furnished under the Contract unless the manufacturer shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products.

C. All transactions with the Manufacturers and Subcontractors shall be through Contractor unless Contractor requests in writing to the A/E & FIT's Field Representative that the manufacturer or subcontractor deal directly with the A/E & FIT's Field Representative. Any such transactions shall not in any way release Contractor from full responsibility under the Contract.

D. All Materials, supplies and equipment furnished under the Contract shall be new and unused, of standard first-grade quality and of the best workmanship and design. Where existing work is removed or disturbed, all replacement materials shall match existing unless prior approval of variance is given in writing by the A/E & FIT's Field Representative.

MANUFACTURER'S SHOP PAINT

A. For all manufactured products and equipment requiring shop paint, paint used shall be:

1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York.

2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.

3. In compliance with the non-photo chemical reactive solvents requirements of N.Y.C. Law 49.

4. Be compatible with the finish painting for the respective product and the condition of use.

B. The provisions, herein, shall supersede shop coat paints specified in the respective technical Sections of these Specifications, where in conflict.

FIELD PAINTING

A. For all materials, manufactured products and equipment requiring field paint, paint used shall be:

1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York.

2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.

3. In compliance with the non-photo chemical reactive solvents requirements of N.Y.C. Law 49.

4. Be compatible with the finish painting for the respective product and the condition of use.

B. To meet the provisions of the paragraph A. above for interior applications, use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24) and the following chemical restrictions:

1. Flat Paints and Coatings: VOC not more than 50 g/L.
2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
3. Anti-Corrosive Coatings: VOC not more than 250 g/L.
4. Varnishes: VOC not more than 350 g/L.
5. Waterproof Sealers: VOC not more than 250 g/l.
6. All other Sealers: VOC not more than 200 g/l.
7. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
8. Restricted Components: Paints and coatings shall not contain any of the following:

a. Acrolein.
b. Acrylonitrile.
c. Antimony.
d. Benzene.
e. Butyl benzyl phthalate.
f. Cadmium.
g. Di (2-ethylhexyl) phthalate.
h. Di-n-butyl phthalate.
i. Di-n-octyl phthalate.
j. 1,2-dichlorobenzene.
k. Diethyl phthalate.
l. Dimethyl phthalate.
m. Ethylbenzene.
n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r. Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1-trichloroethane.

y. Vinyl chloride.

C. The provisions of paragraphs A and B above shall supersede field-applied paints specified in the respective technical Sections of these Specifications, where in conflict.

PROJECT CLOSEOUT

SUMMARY

A. The Contractor shall undertake the performance of all Project Closeout activities in a timely manner. The requirements of this section shall be closely coordinated with the requirements of Specification "Guarantees, Warranties, and Bonds", which further specify the items required to be submitted as part of the Project Closeout procedure. Project Closeout requirements for specific construction activities are included in the appropriate Sections.

SUBSTANTIAL COMPLETION

A. Substantial Completion is defined in the General Conditions.

B. The Contractor shall complete and submit the appropriate section of the Certificate of Substantial Completion when the Contractor, in its opinion, determines that Substantial Completion has been achieved. By submitting the Certificate of Substantial Completion, the Contractor certifies the following:

1. The Contract Work has been satisfactorily completed in accordance with the Contract, including all change order work.

2. All documents, permits, and proofs of compliance necessary for the lawful use of the Work have been submitted.

3. The Work can be safely used for its intended purpose.

C. As part of meeting the requirements of B above, the following must be completed:

1. All required Special Inspections have been successfully completed.

2. Record Documents specified in Section G01720, such as Final Record Drawings (As-Builts) and Final Record Shop Drawings, to be submitted prior to substantial completion have been submitted and are accurate.

3. The Work has been cleaned, prepared and is ready to be utilized for its intended purpose. The Contractor shall employ workers experienced in cleaning or professional cleaners to clean the Work and all affected areas

for use. All surfaces shall be cleaned in accordance with the manufacturers' recommendations. Cleaning and preparation requirements shall include, but not be limited to, the following:

a. All surfaces shall be free of dirt, films, dust, stains, blemishes, etc

d. All exterior site work, sidewalks, paved areas, grass areas etc, installed and or used by the Contractor shall be swept, raked smooth and free of debris, rubbish, and litter.

e. All protection not needed for the punch lists corrections shall be removed and the affected areas restored.

E. Upon receipt of the Contractor's signed Certificate of Substantial Completion, the A/E & FIT will either (1) conduct its own reviews and inspections required to accept the Contractor's date of Substantial Completion, or (2) advise the Contractor of unfulfilled requirements, if they are known.

1. If the A/E & FIT do not concur that Substantial Completion has been achieved, a list of deficiencies, showing incomplete Contract Work, will be issued to the Contractor. The A/E & FIT will re-inspect the Work when notified by the Contractor that the Work has been substantially completed. If the Contractor fails to complete or correct all deficient Work within the period specified, the FIT may have such Work performed by others at the Contractor's expense. Upon completion of the deficient items, the fully executed certificate will be issued.

2. If the A/E & FIT concurs, a copy of the Certificate of Substantial Completion, signed and sealed by the A/E & FIT's representatives will be issued to the Contractor. The date of Substantial Completion, as determined by the FIT, will be indicated on the form. A Final Punchlist of items to be addressed prior to Final Acceptance will be prepared and issued to the Contractor.

FINAL COMPLETION

A. Final Completion is defined in the General Conditions.

B. The Contract indicates a duration following Substantial Completion at the end of which the Final Completion of the Work must be achieved. Within this period, all Contract Work not required for Substantial Completion must be completed. This includes, but is not limited to, the following:

1. Final Punchlist: Shortly after the receipt of the fully executed Certificate of Substantial Completion, the Contractor will receive a list of minor items that must be corrected or performed prior to Final Acceptance of the

Work. No additional compensation will be allowed for the completion of the Final Punchlist work. Payment requests for the reduction of retainage upon the successful completion of the Final Punchlist items must be accompanied by a "General Release – Substantial Completion." If the Contractor fails to complete the Final Punchlist work within the period specified, the FIT may have such Work completed by others at the Contractor' expense.

2. Final demobilization and removal of temporary facilities remaining used to address the Final Punchlist items. Restore areas to previously existing condition if applicable.

3. Documentation: All documentation required by the Contract but was not necessary prior to Substantial Completion acceptance must be submitted to the FIT. This includes, but is not limited to, the following:

   a. Remainder of Record Documents not required to be submitted prior to substantial completion.

   b. All guarantees and manufacturers' warrantees fully executed by all responsible parties.

   1) All guarantees and warranties specified are to be effective one (1) day after the actual date of Substantial Completion, unless specified otherwise in the technical section **or as per the paragraph below**.

   a) **For projects that are phased, the guarantees and warranties for the materials installed, successfully tested, accepted by the A/E & FIT and all authorities having jurisdiction and put into use prior to Substantial Completion shall be effective from the date of acceptance.**

   2) General Contractor Guarantee governed by General Conditions is to be effective the date so stipulated in that Section.

   c. All final photographs of the Work, as applicable to the project.

   f. Current permits (if applicable)

   g. Regulatory sign-offs, certificates, and other similar documentation indicating final approval from all agencies having jurisdiction for required documentation.

4. Final cleaning: The Contractor shall clean and prepare for use, all Work affected by the performance of the Final Punchlist and all Work and areas not previously cleaned and made ready for use. Touch-up and otherwise repair and restore marred exposed finishes.

5. Repair: All damage caused by the Contractor shall be repaired or replaced as follows:

   a. New Work, included as part of this Contract, shall be replaced.

   b. Existing property shall be returned to its condition prior to the Contractor's mobilization for the Work.

FINAL ACCEPTANCE AND FINAL PAYMENT

A. Final Acceptance is defined in the General Conditions.

B. The A/E & FIT will perform a final inspection. Prior to the inspection, the Contractor shall:

   1. Complete all contractual obligations necessary for the issuance of a DOB Letter of Completion, if applicable.

   2. Submit a statement that the Final Punchlist work has been completed.

C. The A/E & FIT will re-inspect the Work of all items rejected during previous inspections.

   1. Upon completion of the re-inspection, the A/E & FIT will notify the Contractor that (1) the Work is acceptable or (2) all Work and obligations required for Final Acceptance have not been fulfilled.

   2. The FIT will continue to re-inspect the Work until all contractual requirements for Final Acceptance have been achieved.

D. Upon satisfactory completion of all requirements under the Contract, the Contractor shall submit to the FIT a properly executed General Release and Final Request for Payment. By doing so, the Contractor acknowledges that all stipulations set forth in the General Release are acceptable, including, but not limited to, the following:

   1. Resolution of all unilaterally issued change orders.

   2. Resolution of all claims.

3. The total Contract value indicated on the General Release and Final Payment Request has been reconciled and is the accepted amount for all obligations due under this Contract.

E. By issuing Final Payment, the FIT acknowledges Final Acceptance.

GUARANTEES, WARRANTIES & BONDS

SUMMARY

A. The Contractor shall provide the General Contractor's Guarantee for the Work; specific guarantees and warranties for products and installations and all required bonds.

SUBMITTALS

A. General Contractor's Guarantee and Bonds

Submit the General Contractor's Guarantee and Bonds as per General Conditions.

B. Specific Guarantee and Warranty Submittal Schedule

1. Initial Submittal: **At least thirty days prior to the guarantee and warranty effective date**, submit to the A/E & FIT for review two copies of a complete set of unexecuted guarantees and warranties ready for execution by the required parties. Include a complete index of each set. The FIT will return one copy with comments within twenty-one (21) days of receipt.

2. Final Submittal: Upon written notification that the warranty and guarantee documents are acceptable, submit one bound set of executed originals and two bound sets of copies of the executed guarantees and manufacturer warranties. Documents are to be properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer as applicable. Submit such warranties within fifteen (15) days of the **effective date of the guarantees and warranties**. Such guarantees and warranties must be included as part of the bound sets. The documents shall be, properly labeled as to the name and number of the Contract; date of submittal; name, address and telephone number of the Contractor; and description of subject matter contained within.

C. Specific Guarantee and Warranty Form of Submittal

Organize the guarantee and warranty documents into an orderly sequence based on the table of contents of the Technical Specifications and:

1. Bind the guarantees and warranties in heavy duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive $8^1/_2$" by 11" paper.

2. Provide heavy paper dividers with celluloid covered tabs for each separate guarantee and warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

3. Identify each binder on the front and the spine with the typed or printed title "GUARANTEES AND WARRANTIES", the Project title or name, and the name of the Contractor.

4. Table of Contents

   Include a typewritten table of contents for each volume, arranged systematically according to the specification format. A list of the warranties and guarantees for each product included, identified by product name or other appropriate identifying symbol, shall be provided. The list is to include the warranty number, length of the warranty/guarantee, the date it begins, the date it expires, and the responsible party. The Table of Contents and the list is also to be provided in electronic form in an Excel® format.

5. Refer to the individual Sections of the Specifications for specific requirements regarding the content and submittal of guarantees and warranties.

GUARANTEE AND WARRANTY REQUIREMENTS (GENERAL)

A. When correcting guaranteed or warranted Work that has failed or is defective, the Contractor shall remove and replace other work that has been damaged as a result of such failure or defect or that must be removed and replaced to provide access for correction of warranted Work.

B. Upon determination that Work covered by a guarantee or warranty has failed or is defective, the Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The entity responsible for the warranty/guarantee of the failed or defective item of Work is responsible for the cost of warranty/guarantee work regardless of whether the FIT

has benefited from use of the Work through a portion of its anticipated useful service life.

C. The FIT reserves the right to withhold acceptance of Work for the Project where a technical section specific guarantee, warranty, certification, or similar commitment is required on such work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

CONTRACTOR'S GUARANTEE

A. The Contractor shall furnish a comprehensive written guarantee in the following form:

"GUARANTEE"

PROJECT_____

CONTRACT NO._____

The Contractor hereby guarantees that the Work specified for the aforesaid Contract will be free from defects of material and workmanship for a period as specified in the General Conditions.

The Contractor also guarantees that it will repair or replace, whichever may be deemed necessary by the FIT, all defective material or workmanship in the Work that may appear within the guarantee period to the satisfaction of the FIT and without any cost or expense to the FIT.

_____
Contractor

By_____

Date_____

Sworn to me before this

_____ day of_____, 20___

_____ Notary Public

B. Scheduling of corrective Work will be determined by the FIT. Work required to correct failed or defective material or workmanship during the guarantee periods shall be done by the Contractor without cost to the FIT.

C. Should the Contractor fail to remedy defects immediately, the FIT may furnish such materials and labor as are necessary to correct such failure or defect in the Work at the Contractor's expense.

CONTRACTOR'S GUARANTEE OF ASBESTOS FREE BUILDING/WORK

For existing building work, including work in existing buildings as part of an addition project, the Contractor shall furnish a written guarantee that the work installed has been constructed of materials that do not contain asbestos. The guarantee shall be in the following form:

"ASBESTOS FREE WORK"

PROJECT_____

CONTRACT NO._____

The Contractor hereby guarantees that the Work is free of asbestos-containing material and, in accordance with the Project Specifications and product data sheets approved by the A/E of Record, no products have been installed that contain asbestos.

_____
Contractor

By_____

Date_____

Sworn to me before this

_____ day of_____, 20___

_____ Notary Public

Acknowledgement: Partially adopted from NYCSCA.

WARRANTIES AND GUARANTEES OTHER THAN "CONTRACTOR'S GUARANTEE"

A. The Contractor shall furnish all warranties and guarantees as specified in the respective Sections for products and systems in addition to the Contractor's Guarantee shall be for such periods and with such conditions as stipulated in these Specifications.

BONDS

A. The Contractor shall provide bonds as required in Article 14 of the General Conditions.

DISCLAIMERS AND LIMITATIONS

A. Manufacturers' disclaimers and limitations on product warranties do not relieve the Contractor of the Contractor's Guarantee of the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign specific warranties with the Contractor as identified in the individual specification sections of Divisions 2 through 16 from their respective obligations thereunder.

SUMMARY OF WORK

WORK UNDER THE CONTRACT

A. The Work shall be as described in the Contract Documents.

COMMENCEMENT OF WORK

A. The Contractor must commence the Work enabled by the issuance of a permit within ten continuous calendar days of the issuance of the permit. If the Work does not commence within the ten (10) continuous calendar day milestone, future allowances, if any, for delays agreed to by the FIT will be reduced by a number of days equal to the number of days between the ten continuous calendar day milestone date and the actual start date.

ALLOWANCES

A. Selected materials, equipment, and services are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Unused portions of an allowance shall be credited to the FIT.

B. Submittals

1. Submit proposals for purchase of products, systems, or services included in allowances.

2. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site, or services performed, for use in fulfillment of each allowance.

ALTERNATES

A. Alternates for certain work may be accepted or rejected by A&E and the FIT. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.

PHASING

A. Order of Work

1. To complete all the work of all Trades within the required Contract Duration, and to accommodate Project needs, the Work of this Contract shall be performed in "Phases" as follows:

Work at 210, 220 & 230 West 27th Street Buildings' North Elevations, partial East and Partial West Elevations, requiring Overhead Protective Bridging at the 27th street shall be completed first. Upon completion of this work and removal of the 27th Street bridging, work at remaining elevations can commence. FIT reserves the right to amend this phasing as needed. Work at all four buildings to commence simultaneously unless otherwise instructed by FIT.

WORK UNDER OTHER CONTRACTS

A. The FIT has awarded separate contracts for performance of certain other construction operations at the site. Those operations will be conducted simultaneously with work under this Contract.

B. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

ITEMS NOT INCLUDED

The following items shown on the Drawings are not included in the Work:

A. Items indicated "By Others".
B. Items indicated "N.I.C." (Not in Contract).
C. Existing construction not indicated or specified to be removed, replaced or altered.

CUTTING, PATCHING AND REMOVALS

A. Contractor shall do all cutting and patching, painting and finishing of existing work which is disturbed while performing the Work. Contractor shall be responsible for restoring new work which is damaged. All work shall be restored to provide a new appearance and to be structurally sound.

B. The work shall be done by competent workmen skilled in the trade required by the restoration.

D. Examination:

1. Prior to cutting, drilling, or removal, investigate both sides of the surface involved. Determine the exact location of structural members.

2. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the A/E & FIT before proceeding with the Work.

E. Preparation:

1. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.

2. Prepare existing surfaces properly to receive, and where required, to bond with the Work.

F. Removals, Cutting, Altering:

2. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.

3. Cut and alter existing materials as required to perform the Work. Limit the cutting to the smallest amount necessary.

4. Perform cutting, drilling, and removals in a manner that will prevent damage to construction that is to remain.

G. Patching:

1. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations or removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered; match materials, finishes, underlying construction, and quality of area patched.

H. Existing Premises Work: in addition to Work described above for cutting and patching, perform the following:

1. Provide all supports, shorings, bracing, and other means, required for existing beams, columns, lintels, walls, and other components, at locations where alterations occur.

2. Avoid damaging existing electric conduits in slabs edges during removals, verify conditions at the building.

3. All existing work damaged or lost as a result of performing the required new Work, shall be patched, repaired or replaced with new, and finished to match the new Work.

4. Where existing work required to be removed and replaced is found to be defective in any way, it shall be reported to the A/E & FIT before it is disturbed.

PROJECT WORKING HOURS

A. The Contractor shall establish the work hours for the project within the parameters set forth by the City of New York Department of Buildings, the Department of Environmental Protection, and other agencies having such jurisdiction. Provide the FIT with a schedule of the intended hours in order for it to set its personnel schedule. Work hour to confirm with FIT house rules, if different.

B. No overtime work shall be performed without prior written approval by the FIT.

B. When performing work during "After hours" periods as determined by the NYC Building Department, obtain and pay for all required permits.

SAFEGUARDS DURING CONSTRUCTION AND DEMOLITION

A. The Contractor is responsible to follow all requirements required by the NYC Administrative Code and Chapter 33 of the 2014 NYC Building Code to ensure safety of the public and property as well as those employed in construction or demolition operations.

SUSTAINABILITY REQUIREMENTS

A. The Contractor shall meet sustainability performance and documentation requirements which the FIT has established to comply with New York City Local Law 86 of 2005, and to achieve the following objectives: sustainable site use, water use reduction, conservation of energy and resources and improvement of indoor environmental quality.

B. Sustainability performance and documentation requirements are incorporated in Section - Sustainability Requirements, and in individual specification sections for this project.

C. Sustainability performance requirements include, but are not limited to: water use reduction, energy conservation, construction waste management, and indoor air quality controls during construction.

D. Sustainability documentation requirements include, but are not limited to, Contractor's Certification Form, cost information, documentation on VOC content, urea-formaldehyde content and recycled and regional content.

E. The Contractor shall ensure that these sustainability requirements as defined in Section "Sustainability Requirements", and in individual specification sections are implemented to the fullest extent. Substitutions or other changes to the work shall not be proposed by the Contractor or their subcontractors if such changes compromise the stated Sustainable Design Performance Criteria.

PERMITS & FEES

REQUIREMENTS

A. The Contractor shall make the necessary arrangements for, and shall obtain, all permits and approvals from all agencies, authorities, departments, etc., having jurisdiction, including, without limitation, permits with permitted hours of work and of sufficient duration, as are required to perform the Work.

B. The Contractor shall pay all costs, fees and expenses associated with all permits, approvals, permit renewals, inspections etc. required for the work. The Contractor should note that as a State School, FIT may be exempt from the assessment of fees by certain agencies, departments, other authorities etc. It is the responsibility of the Contractor to ascertain whether FIT is exempt from the assessment of fees by other agencies, departments, other authorities etc.

C. Permits, applications, and approvals for the following items shall be processed directly through the NYC Department of Buildings. The Contractor shall pay all costs and fees for the following permits, applications, and approvals:

1. Cranes and Derricks
2. After-hours work
3. Bureau of Electrical Control
4. Material Hoists and Hoistways

D. As soon as possible, but in no event more than thirty (30) continuous calendar days of the commencement date indicated on the Notice to Proceed, the Contractor must submit to the A/E (and/or all other agencies, bureaus, authorities, etc. with jurisdiction) all permit applications and other documentation necessary to obtain permits for the performance of all Work required under this Contract. Under no circumstances will allowances for lost time be granted for delays caused by incomplete, incorrect, or untimely submissions of application documentation.

E. Permits from all agencies must be secured prior to expiration of application and renewed prior to expiration of the permit itself.

F. The Contractor shall be responsible for the timely renewal of all permits and associated renewal fees until completion of the related work or as required by the governing agency.

G. The Contractor shall engage a qualified licensed firm/individual experienced with the various New York City filing, approval and permit procedures. Such firm/individual shall prepare and submit all required applications and related documentation to the appropriate agency for processing. The correct and timely submittal of the documentation is solely the responsibility of the Contractor. Under no circumstances will time extensions be granted for delays caused by incomplete, incorrect, or untimely submissions of application documentation. The firm/individual engaged by the Contractor shall not be the same firm/individual engaged by the A/E of Record for filing of the Design Documents.

K. Throughout the duration of the Work, the Contractor shall arrange for and coordinate all required inspections. No additional compensation will be paid for repairs, patching and replacement of work required to be removed, opened, or otherwise disturbed to facilitate such inspections.

M. Before final payment can be issued, the Contractor shall provide the applicable Documentation indicating that all final inspections required by City agencies having jurisdiction have passed and achieved final sign-off. All reports and proofs of inspections are to be submitted. The Contractor shall coordinate and arrange for all such inspections. No additional compensation will be paid for repairs, patching, and replacement of work required to be removed, opened or otherwise disturbed to facilitate such inspections.

SUBMITTALS

SUMMARY

A. Contractor shall provide all Submittals required by the Contract. The Contractor shall adhere to all submittal and scheduling. After examination of the Submittal by the A/E & FIT's Representative and the return of such items by the FIT to Contractor, the Contractor shall make corrections indicated and shall furnish to the FIT the required number of corrected items.

B. Required Submittals include, but are not limited to, the following:

1. Submittal Schedule
2. Submittal Status Reports
3. Product Data
4. Samples
5. Shop Drawings
6. Calculations
7. Test Reports
8. Certifications
9. Inspection Reports
10. Qualifications
11. Record Documents
13. Warranties and Guarantees
14. Sustainability Submittals

B. Manufacturer's Safety Data Sheets (MSDS) for all products supplied for the Work are to be kept at the site available for inspection by the A/E & FIT, and all workers.

DEFINITIONS

A. Products, materials and systems are collectively called "products" for the purposes of the Contract Documents.

B. Unacceptable and Incomplete Submittals

Submittals that do not contain the required information specified herein, such as specification section and location of work, etc; or do not specifically indicate the actual item proposed; drawings that are only duplications of the Contract Drawings; and those shop drawings not prepared by specialty firms for items requiring such expertise (e.g. Reinforcing steel shop drawings to be prepared by a rebar detailer, structural steel to be by a steel detailer, etc) will be considered unacceptable or incomplete submissions.

SUBMITTAL SCHEDULE

A. The Contractor shall, unless otherwise directed by the A/E & FIT, submit a submittal schedule showing the anticipated time of commencement and completion of all Submittals. The timetable requirements for the submission of the submittal schedule and its updates shall be the same as required by the Section "Progress Schedule" for the Project Schedule. The submittal schedule shall coincide with the Project Schedule and shall reflect the allocated times for review and shall account for all product lead times.

B. The sequence of the Submittals is to be reasonably prioritized to permit sufficient time for review, possible resubmission**s**, and subsequent procurement of the items sufficiently in advance of the work without submitting too many items at one time. The A/E & FIT will review the schedule and make comments as necessary. Schedules indicating that an unreasonably large number of submittals for any particular trade are to be made at one time will be rejected.

C. The Submittal Schedule shall be coordinated with the Project Progress Schedules.

D. Allocated time for review of submissions by the A/E & FIT. Also incorporate the time required for review of Product Substitutions, which is described in Section "Product Substitutions".

E. Certain products require long lead times to go through the submittal process and fabrication. Contractor is to provide submittals within 30 days of the NTP.

SUBMITTAL STATUS REPORTS

A. Starting two weeks after submission and acceptance by the A/E & FIT of the Submittal Schedule, the Contractor shall submit a bi-weekly Submittal Status Report, based on the Submittal Schedule, to the A/E & FIT's Field Representative containing the following information:

1. A list of all Submittals which have been sent to the A/E & FIT, giving name of the Subcontractor, Drawing number, title, scheduled submittal date, and actual date of submission. Submittals that have been returned due to insufficient information shall indicate such on the report and the initial submission date revised to that when the A/E & FIT accept the submission for review.

2. An indication of the desired priority of the return, if necessary.

3. Overdue drawings ("Aged") are to be indicated in bold.

B. The Status Report shall be delivered to the A/E & FIT's Field Representative on days designated by the A/E & FIT's representative throughout the active period of Construction.

CONTRACTOR RESPONSIBILITY, GENERAL

A. The review of Submittals by the FIT, which will typically be by the appropriate Design Professional of Record for the item submitted except those to be reviewed by other FIT Departments, shall not relieve the Contractor of responsibility for (1) the accuracy and proper dimensioning; (2) for the proper fitting and construction of the Work; and (3) the furnishing of materials or Work required by the Contract but not indicated on the Shop Drawings. Acceptance of Submittals shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings (Drawings initiated by change orders or Notice of Direction (NOD)) or Specifications. The Contractor is responsible for clearly indicating (clouding, flagging, etc.) any portions of the submittal that vary in any way from the Contract Documents.

B. The Contractor shall be responsible for coordinating all submissions of the various trades and subcontractors before submittal so as to avoid conflicting locations and routing of items and interferences between items and to ensure that the submissions are in accordance with the requirements of this Section. Corrections resulting from such conflicts and interference shall be made by and at the expense of the Contractor. The Design Professional of Record & FIT reserve the right to withhold acceptance of a Submittal requiring coordination with other Submittals until all related Submittals are received.

C. It shall be the Contractor's responsibility to carefully review all Submittals to ensure conformance with the Contract requirements including verification of dimensions, clearances, compatibility, and coordination with other product data and shop drawings submitted for other work.

D. Submittals shall be marked to show the Contract name and number, the Contractor, and applicable subcontractor, manufacturer or supplier. Submittals shall completely identify the specification section, Contract Drawings, and the locations at which materials or equipment are to be installed. Submittals shall be on the Contractor's letterhead.

E. Where printed materials describe more than one product or model, clearly identify which item is submitted for acceptance.

F. If the A/E & FIT find a Submittal incomplete or unacceptable, it will be returned to the Contractor for correction prior to any further processing or review regardless of any urgency claimed by the Contractor. In such a situation, the Contractor will be responsible for any resulting delays to the scheduled Contract completion. Furthermore, the FIT may hold the Contractor responsible for

increased costs incurred by the FIT resulting from the Contractor's failure to comply with the requirements set forth herein.

G. The Contractor shall anticipate twenty-one (21) calendar days (excluding National Holidays) after receipt by the Design Professional of Record (or other FIT department depending on submittal type) to the day the commented submittal is returned. Processing of incomplete or unacceptable submissions shall not reduce the number of calendar days specified above for review once the submission is properly made. Furthermore, the Contractor shall provide Submittals in accordance with the accepted Submittal Schedule. Should the Contractor vary from the established schedule in its submissions, the Contractor understands that the A/E & FIT may require additional time for review as it deems necessary beyond that set forth above. This additional time shall in no way relieve the Contractor from performing its work on schedule. The Contractor may also request and pay overtime for the review to be done on an expedited basis. The FIT reserves the right to return to the Contractor submittals that are not sent in accordance with the accepted schedule. Resubmissions shall be treated the same as initial submissions with respect to time for review. Under no circumstances shall the Contractor be entitled to any extension of time or compensation for any delay in the review of a submittal caused by the Contractor's failure to submit in accordance with the accepted schedule or sufficiently in advance of the work to allow for the review and processing described above.

I. No portion of the Work shall commence until required Submittals are Satisfactory to the A/E & FIT.

FIT'S RESPONSIBILITY, GENERAL

A. The review of Submittals by the A/E & FIT will be for general conformance with the requirements of the Contract Documents only and shall not be interpreted as confirming or approving detailed dimensions, quantities or approval of deviations from the Contract Documents. The FIT's review shall not relieve the Contractor of its responsibility for the accuracy of its submittals nor for the furnishing and installation of materials and equipment in accordance with the Contract Documents. The FIT's review of a separate item shall not be deemed to include a review of the complete assembly in which it functions.

1. Acceptance of Submittals shall not to be interpreted as approval of a substitute material or system indicated thereon. Submittal of substitutions will be accomplished in accordance with the requirements set forth in Specification Section: "Product Substitution".

2. Acceptance of a Submittal, with or without notation, does not acknowledge a change to the contract

B. The A/E & FIT will review and return to the Contractor satisfactorily prepared Submittals within twenty-one (21) calendar days (excluding National Holidays) after receipt by the Design Professional of Record (or other FIT department depending on submittal type), including transmittal time.

C. The A/E & FIT will review all satisfactorily prepared Submittals and will return each Submittal to the Contractor with a comment indicating the response to the submission.

1. "No Exceptions Taken" – The Work covered by the submittal may proceed to fabrication/ installation provided it complies with requirements of the Contract Documents. This review action does not authorize changes to Contract Sum or Contract time. ("Approved" or "Accepted" are alternate comments with the same meaning.)

2. "Make Correction Noted" - The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract. The response indicates that portions of the submittal have been questioned and found to be in deviation/conflict with the requirements of the Contract Documents, notes have been added for clarity, and/or the submittal requires field verification. Resubmission is required only if the Contractor is unable to comply with noted corrections. Resubmission must clearly indicate items varying from the noted corrections and other changes made from the previous submission. ("Approved as Noted - No Resubmission Required" is an alternate comment with the same meaning.)

3. "Rejected: Revise and Resubmit" – The response indicates that the submittal is deficient. Additional information is required to complete the review. Work covered by the submittal may not proceed - purchasing, delivery, fabrication, or installation MAY NOT be undertaken. The Contractor is to revise or prepare a new submittal according to the comments. ("Revise and Resubmit" is an alternate comment with the same meaning.)

4. "Rejected: Not acceptable for review" – The response indicates that the item does not meet the requirements of the Contract, or the submittal is incomplete and has not been reviewed. Do not proceed with the Work covered by the submittal - purchasing, delivery, fabrication, or installation MAY NOT be undertaken. Prepare a new submittal complying with the Contract requirements; resubmit immediately. ("Not Approved" is an alternate comment with the same meaning.)

SUBMITTAL SUBMISSION PREPARATION

A. Submittals shall be accompanied by a transmittal to the A/E & FIT requesting acceptance. Transmittals shall contain submittal items from only one Specification Section.

B. Each Submittal and transmittal shall be identified with the following information:

1. Project title.

2. Contract name and Contract number.

3. Date of the submittal, including dates of any revisions.

4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable.

5. Name of person or firm preparing Submittal.

6. Contract Drawing numbers and Specifications, Section Division and Paragraph numbers used as references in preparing Submittal, and titles of items to which the Submittal refer. The Contractor is to utilize the template transmittal included at the end of this Section, which provides the required information including indications of whether the items submitted are as per the bid documents or substitutions.

C. In addition to marking the transmittal, each submittal shall be stamped with one of the following:

1. "This submittal contains no Product Substitutions"

2. "This submittal contains Product Substitutions"

D. One copy of all Submittal transmittals from the Contractor shall be delivered to the FIT's Field Representative.

E. If the Submittal contains variations from the Contract Documents, the Contractor shall make specific mention of such variations in the transmittal and shall flag them on the Submittal item so as to be readily apparent. Any variations must be continuously flagged throughout the submittal process. Acceptance of submittals inclusive of an item or items which vary from the Contract Documents but not flagged as such does not constitute acceptance of the variance(s). The Contractor shall remedy the installation of such unaccepted item(s) by its removal and installation of contract compliant item(s). Acceptance of a submittal or an installation on other projects does not constitute acceptance on this project. Submissions that contain substitution of "products" that differ from the Contract

Documents shall be clearly listed and will be considered and reviewed in accordance with the process described in Section, "Product Substitutions". Variations to details due to field conditions shall be so flagged as such.

F. Submit required data for each item as specified in the technical sections. However, if a product specified in the technical section by specific product name or model number is proposed for use, Manufacturer's test reports (except those required in the field to verify performance), manufacturer's qualifications, and samples (except for those requiring selection or acceptance of color, texture, appearance, or other variable characteristic, field mock-ups, and those showing thickness, fabrication shape, and type of material), are not required to be submitted.

G. Acceptance of a "product" does not constitute acceptance for installation at locations other than that provided in the Contract Documents.

RESUBMISSIONS

A. The resubmission procedure shall be the same as for the initial submission in all respects except the following:

1. The transmittal shall contain the same information as the first transmittal except that transmittal numbers shall run consecutively and the submission number shall indicate 2nd, 3rd, etc. submission. The drawing number/description shall be identical to the initial submission and the date shall be the revised date for that submission.

2. No new material, other than may be incidental to the required correction, shall be included on the same transmittal for a resubmission.

3. Review of resubmitted items shall generally be restricted to revisions to the original Submittal, unless the Contractor makes other revisions in addition to those indicated. All changes (revisions) to resubmitted items or the additional changes by the contractor must be clearly encircled, highlighted, or otherwise designated.

4. Submittals by the Contractor that by virtue of the review action assigned to it require an unreasonable number of reviews by the A/E & FIT (over 3 total – 1 initial, 2 resubmissions), FIT may warrant a cost back-charge to be assessed against the Contractor. The Contractor shall be held liable for all delay and increased labor costs incurred by the FIT for additional review(s) of such Submittals including all legitimate overhead expenses and mark-ups associated with the additional review(s). If a submittal requires a third submission, the FIT may require a meeting to resolve the deficiencies in the submittal.

5. Under no circumstances will the FIT's rejection of a Submittal or requirement for resubmission of a Submittal be cause for any claim by the Contractor for an extension of Contract Time or adjustment to the Contract price.

PRODUCT DATA

A. Compile Product Data into a single submittal for each element of construction or system. Product Data includes, among other information, printed information such as manufacturer's installation instructions, catalog cuts, standard color charts. Where Product Data must be specially prepared because standard printed data is inadequate, submit as "Shop Drawings".

B. Where printed Product Data includes information on several products, some of which are not pertinent, mark copies to indicate the applicable information. Include the following information:

a. Manufacturer's printed recommendations.

b. Compliance with recognized trade association standards.

c. Compliance with recognized testing agency standards.

d. Application of testing agency labels and seals.

e. Notation of dimensions verified by field measurement.

f. Notation of coordination requirements.

SAMPLES

A. Each Sample shall be labeled with the following information:

1. Project title.

2. Contract name and Contract number.

3. Date of submission.

4. Name and quality of the material.

5. Name of Contractor, name of Subcontractor, Material Supplier and Manufacturer, as applicable.

6. Contract Drawing numbers and Specification Section, Division and Paragraph numbers used as reference in preparing Samples.

B. Samples shall be of sufficient size and quantity to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract. Furnish specific sizes and quantities where indicated in the respective technical Sections.

C. Field samples (Mock-ups) are mock-ups erected on site to illustrate workmanship, finishes, coatings, or textures and to establish the standard by which the Contract Work will be judged. Mock-ups shall be provided in the sizes prescribed in the Contract or as may be required by the A/E & FIT. Comply with submittal requirements, and process transmittal forms to provide a record of the Submittal and subsequent review action.

G. Except for the field samples (mock-ups), provide three (3) samples of each item required to the A/E & FIT unless otherwise indicated.

SHOP DRAWINGS

A. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Shop Drawings shall show in detail, materials, dimensions, thicknesses, assembly, attachments, relation to adjoining work, and all other pertinent data and information. The Contractor shall check shop drawings, verify all dimensions and field conditions and check and coordinate the Shop Drawings of any Section or trade with the requirements of other sections or trades as related thereto, as required for proper and complete installation of the Work.

B. Submit shop drawings, drawn to accurate scale. Reproductions of Contract Documents will not be acceptable.

C. The Contractor shall submit manufacturer's drawings and specifications when necessary to explain fully apparatus and equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.

F. The Contractor shall submit six (6) prints of Shop Drawings to the A/E & FIT's designated Representative for review and acceptance. A satisfactory Shop Drawing will be stamped and dated; three (3) prints will be returned to the Contractor. The Contractor shall not use or distribute, for construction purposes,

any shop drawings that do not include the Designer of Record's acceptance stamp.

G. For shop drawings requiring resubmission, the FIT will return three (3) prints to the Contractor for revision, processing and resubmission. The Contractor shall be responsible for distributing prints of shop drawings to its Subcontractors and materials suppliers.

H. The Contractor shall bear all costs incurred for such reproduction and distribution. Prints of all reviewed shop drawings may be made from prints that carry the appropriate review stamps.

TEST REPORTS

A. See the individual technical Sections of these Specifications for those items of work requiring the submission of Test Reports, or submit test reports for items required by A/E.

B. The Contractor shall submit three (3) copies of all required Test Reports.

CERTIFICATIONS

A. See the individual technical Sections of these Specifications for those items of work requiring the submission of Certifications.

B. The Contractor shall submit to the FIT three (3) copies of all required Certifications.

INSPECTION REPORTS

A. See the individual technical Sections of these Specifications for the items of work subject to inspections by manufacturers or other entities.

B. The Contractor shall submit to the A/E & FIT three (3) copies of all required Inspection Reports.

QUALIFICATIONS

A. See the individual technical Sections of these Specifications for requirements concerning the qualifications of the entities performing items of the work.

B. Qualifications for companies shall be a list of projects with references that verify the project requirements are met. Where the qualification is for a licensed professional, submit a copy of the license and resume.

C. The Contractor shall submit to the A/E & FIT three (3) copies of all required Qualifications.

WARRANTIES & GUARANTEES

A. See the individual technical Sections of these Specifications for those items of work requiring the submission of Warranties and/or Guarantees.

PROGRESS SCHEDULE

METHODS

A. The Contractor shall comply with project schedule development and updating requirements as specified herein.

B. The Contractor shall employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the FIT. Upon request, the Contractor shall provide the FIT with identification, qualifications and experience of the proposed scheduling staff member(s).

C. Schedule shall be developed using accepted CPM (Critical Path Method) techniques using the precedence diagramming method.

D. Once the Baseline Detailed Project Schedule is accepted by the FIT, Progress Updates shall be submitted at a frequency specified by the FIT, normally at two (2) week intervals, until Final Completion is achieved or as directed by the FIT.

PROGRESS SCHEDULE PREPARATION TIMETABLE

A. As used in this Specification Section, “days” mean consecutive calendar days while “working days” are days excluding non-working time (weekends and holidays).

B. Upon receipt of Notice to Proceed (NTP), the Contractor or its designee shall promptly prepare a Preliminary Project Schedule and subsequently a Detailed Project Schedule and shall submit for the FIT’s acceptance as follows:

1. The Preliminary Project Schedule for the first ninety (90) days not later than twenty-one (14) days from the NTP.

2. The initial Detailed Project Schedule (when accepted by the FIT, this will be the Detailed Baseline Project Schedule) no later than twenty-one (21) days from the NTP.

3. The Contractor shall make all submissions of schedules, corrections, and

revisions required by the FIT to ensure that the Detailed Baseline Project Schedule will be accepted not later than forty-five (45) days from the NTP.

C. Failure of the Contractor to comply with the Preliminary or Detailed Project Schedule requirements of this Section or the required time for revisions to the schedule as specified within this Section may result in the FIT withholding full payment or portion thereof, due the Contractor until such time as the Contractor submits the required schedules and the information specified above is accepted by the FIT.

D. The FIT will accept the submitted information only after all corrections have been made and all issues resolved. The FIT may also find the Contractor in default if items in this Section are not completed.

PRELIMINARY PROJECT SCHEDULE DEVELOPMENT

A. The Preliminary Project Schedule shall be a detailed plan of operations for the first ninety (90) days after NTP as well as a summary level schedule of the major activities for the remainder of the Work.

B. The Preliminary Project Schedule will be reviewed by the FIT and returned with comments as necessary. Information from the Preliminary Project Schedule will be the general foundation for development of the Detailed Project Schedule.

DETAILED PROJECT SCHEDULE DEVELOPMENT

A. The Detailed Project Schedule shall be the Contractor's working schedule and shall be used to plan, organize, execute and track the project. The Detailed Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor’s execution plan to complete all remaining Work.

B. The Detailed Project Schedule shall show the sequence in which the Contractor proposes to carry out the Work, and account for all major and intermediate milestone activities, restrictions of access, availability of work areas and the availability and use of labor hours, materials, and equipment.

C. The Contractor shall ensure and represent that all subcontractors performing any portion of the Work have knowledge of the accepted Detailed Baseline Project Schedule and updates and are in agreement therewith.

D. The amount of detail shall be to the satisfaction of the FIT and shall, at a minimum, include:

1. Contract major milestones.

2. All purchase, manufacture, and delivery activities for all major materials and equipment.

3. Preparation, submittal, and approval of shop drawings, material samples and safety plans.

4. Approvals and permits required by regulatory agencies or other third parties.

5. Performance of tests, submission of test reports, and approval of test results.

6. Completion dates of all items required for substantial completion.

7. Completion dates for close-out of regulatory and punch list items prior to Final Payment.

E. Activities identified in the Detailed Project Schedule shall have the duration in units of whole working days. Activity Duration shall be based on the available resources required for performing each activity and shall be the result of definitive labor hours and resource planning by the Contractor to perform the Work and with consideration of on-site work conditions.

F. Activity descriptions shall completely indicate the Work to be performed and the location(s) at which it will be done.

G. Float or slack, in the schedule, shall not be for the exclusive use or benefit of either the FIT or the Contractor, but shall be available for use by both the FIT and the Contractor.

TWO-WEEK LOOK-AHEAD

A. On a bi-weekly basis, the Contractor shall provide a two (2) week look-ahead listing activities planned over the following two (2) weeks, which shall be produced based on the current accepted Detailed Project Schedule update.

B. Contractor is to provide daily report of crew/manpower available at the job site.

SUBMITTALS

A. The Preliminary Project Schedule is to be submitted in hard copy and in electronic format.

B. Detailed Project Schedule

1. For each submittal of the Detailed Project Schedule, the following layouts, reports, graphics are required and shall be included.

a. Detailed Activity Layout – Each line shall display the Activity ID, Description, Original Duration, Remaining Duration, Early Start, Early Finish, and Total Float. The barchart area shall contain the early and float bars.

b. The FIT may request additional reports from time at no additional cost. The Contractor shall furnish two copies of the complete progress schedule as outlined above with each initial submittal and each update.

c. In addition, the Monthly Update submittal shall contain a Narrative Report including:

1) A discussion of progress through the update period and status of the project with respect to completion of the schedule.

2) A discussion of changes, delays or other circumstances affecting Progress.

3) A listing of modifications to the previously submitted

network including logic changes and activity additions, deletions or modifications.

4) A tabular listing of all activities showing Activity ID, Original Duration, Remaining Duration, Calendar, Percent Complete, Activity Description, Early Dates, Late Dates, and Total Float, sorted by Activity ID.

2. For each schedule submittal, the Contractor shall provide a copy of the computer file(s) in electronic format.

C. Two-week Look-aheads are to be submitted in hard copy format and via email.

ESTABLISHING THE DETAILED BASELINE PROJECT SCHEDULE - REVIEW PROCESS

A. The FIT will normally return comments within fifteen (15) working days after receipt of the initial Detailed Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) working days from receipt of comments. Review and response by the FIT will be given within ten (10) working days after resubmission.

B. At the request of the FIT, the Contractor shall be required to participate in project meetings necessary to obtain an acceptance of the above noted submittals.

DETAILED PROJECT SCHEDULE UPDATING

A. The initial updating shall take place immediately after the FIT accepts the Contractor's Detailed Project Schedule as Baseline. The data (status) date for the first update shall not exceed seven (7) days from the date of receipt of the accepted Baseline Schedule.

B. Subsequent updates of the Detailed Project Schedule shall be made at the end of each progress payment period, until Substantial Completion is achieved. Updates shall reflect actual or reasonably anticipated progress as of the last working day of the period. Required monthly Reports shall be submitted to the FIT within five (5) working days following the end of the reporting cycle. Failure to comply with this requirement may result in the issuance of a credit change order for the cost of the update or withholding all or a portion of said progress payment, at the sole discretion of the FIT.

C. The Detailed Project Schedule shall be reviewed jointly by Contractor, A/E and the FIT's field representative to verify:

1. Actual start dates.

2. Actual completion dates.

3. Cost value of Work reported in place (if required).

4. Activity percent completion.

5. Revised logic (as-built and projected) and changes in activity duration, cost.

6. Daily manpower/crew count.

D. In addition, the Contractor and FIT field representative shall:

1. Resolve out-of-sequence logic

2. Assess the impact, if any of any pending change orders.

3. Incorporate accepted time extensions.

E. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in denial of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the FIT.

CHANGES, DELAYS, CLAIMS AND TIME EXTENSIONS

A. When changes or delays are experienced and a Notice of Direction (NOD) is executed by the FIT, the Contractor must submit a Time Impact Analysis. This analysis must include a written narrative and supporting schedule fragnet detailing the anticipated schedule impact of the change(s), if any.

B. The impact schedule developed by the Contractor must incorporate activities representing the related changes to the Scope of Work and/or delays, if any into the current accepted Detailed Project Schedule. The fragnet submitted as part of the Impact Analysis must illustrate the impact of these change or delays on Substantial Completion.

C. Each Time Impact Analysis shall be submitted within twenty (20) working days after a delay occurs and/or after an NOD or change order is issued to the Contractor.

D. In the event that the Contractor does not submit a Time Impact Analysis requesting additional compensation and/or an extension of time within ninety (90) days after an NOD or change order is issued to the Contractor, the Contractor shall be deemed to have waived any claim or right to additional compensation and/or extension of time, and no additional compensation and/or extension of time shall be granted.

E. Evaluation of each Time Impact Analysis by the FIT will be made within fifteen (15) working days after receipt unless the FIT determines that additional information or meetings and negotiations are necessary. Any change order, if required shall be issued by the FIT. Upon FIT acceptance, fragnets illustrating the influence of changes and delays shall be incorporated into the Detailed Project Schedule during the next update.

F. In the event the Contractor does not agree with the decision of the FIT regarding the impact of a change or delay, the Contractor may seek resolution of the disputes in accordance with the Contract.

TEMPORARY FACILITIES AND CONTROLS REQUIREMENTS

A. The Contractor shall provide the temporary facilities and controls as hereinafter specified and as required by law.

SECURITY

A. Employee Identification.

1. The Contractor shall provide photo-identification badges for all of the Contractor's employees and, in addition, require that all Subcontractors provide photo-identification badges for their employees. Badges are to be worn on outer clothing and be conspicuously displayed at all times while present on the premises of the FIT.

    a. The badge is to include the Contractor's name, the employee's name, an employee identification number, date of birth, height and weight, and a photograph of the employee. The identification number shall correspond to the employee’s social security number.

    b. The Contractor shall maintain an internal record of each such employee identification number and the social security number to which it corresponds. The social security number shall not be displayed on the badge.

2. The Contractor is hereby notified that any employee of the FIT, or any law enforcement agency shall have the right to inspect identification badges. If the Contractor's employee refuses to display or produce a badge for

examination, the FIT shall be notified and the Contractor may be directed to remove the employee from the premises.

B. Overhead protective bridging shall be equipped with alarm system, acceptable to/approved by the FIT.

C. No visitors shall be permitted on the Site without prior approval by the FIT.

TEMPORARY TOILET FACILITIES

A. The Contractor shall provide, stock, and maintain toilet accommodations for all persons employed or engaged in the Work; such facilities shall meet any and all requirements of law, rule or regulation. The Contractor shall remove such facilities at the completion of the Work or at such earlier time as the FIT's Representative may direct.

B. If, upon the approval and direction of the FIT's Representative, a toilet room in a college building is used as a temporary toilet facility, such temporary toilet facility shall be maintained in a sanitary condition by the Contractor. In all permanent toilet rooms, all plumbing fixtures and room finish shall, upon completion of the Work, be free from any damage, defacement or other defects. The cost of any necessary repair or replacement shall be borne by the Contractor.

C. Sanitary Facilities
Sanitary facilities shall be provided during construction, remodeling, or demolition activities in accordance with the 2008 New York City Plumbing Code.

FIRE WATCH DURING CONSTRUCTION

A. A Fire Watch shall be provided for the following conditions:

1. When open flame or spark-producing tools and equipment such as heating kettles, blow torches and welding rods are being used, the Contractor shall provide personnel engaged for fire watch purposes (fire guards) to maintain a fire watch over the operation of these items at all times during the use and until all materials have cooled sufficiently to no longer constitute a fire hazard. Provide additional fire guards required by the FDNY as determined by the FDNY inspector after Work is under way.

B. Fire guards must possess Certificates of Fitness, issued by the FDNY, appropriate for the assigned fire watch task. Watchperson(s) acting as fire guard(s) when required by BC 3303.3 must be familiar with emergency notification procedures to the Fire Department, shall possess a valid security guard registration with the State of New York, and shall hold a valid fire guard certificate from the Fire Department. Copies of such certificates shall be provided to the FIT.

1. Fire Guards shall carry these registration cards whenever they are on the Site. Additionally, a copy of the registration card for each fire guard assigned to the site must be submitted to the FIT prior to beginning the assignment.

2. Without limiting the FIT's other rights and remedies, the FIT shall not pay for the services of any fire guard unless the FIT has been furnished with a copy of the fire guard's registration card as provided above.

HOISTS, HOISTWAYS, AND ELEVATORS

A. The Contractor shall provide, operate, and maintain the required hoists and lifting equipment for the performance of the Work of this Project in accordance with the provisions herein. Refer to section BC 3316.9.

B. General Requirements

1. Comply with the manufacturer's specifications and limitations applicable to the operations of all hoists and elevators. Where manufacturer's specifications are not available, the limitations assigned to the equipment shall be based on the determinations of a professional engineer competent in the field.

2. Rated load capacities, recommended operating speeds, and the special hazard wiring or instructions shall be posted on cars and platforms.

3. Location: No hoists shall be constructed at such locations that will interfere with or affect the work of other contractors, or the functioning of college activities; they shall be located a sufficient distance from the exterior walls, and be so protected as to prevent damage, staining or marring of any permanent work.

C. Material Hoists

1. Operating rules shall be established and posted at the operator's station of the hoist. Such rules shall include signal system and allowable line speed for various loads. Rules and notices shall be posted on the car frame or crosshead in a conspicuous location, including the Statement "No Riders Allowed." No person shall be allowed to ride on material hoists except for the purposes of maintenance and inspection.

2. All material hoist towers shall be designed by a licensed professional engineer and shall conform to the requirements of ANSI A10.5-**2006**, Safety Requirements for material hoists.

3. The hoisting or lowering of any article on the outside of any building shall be performed by or under the direct and continuing supervision of a licensed rigger as per Section BC 3316.9.1.

TEMPORARY ENCLOSURES

The Contractor shall:

A. Provide and maintain temporary weather-resistant enclosures for all openings in exterior walls and roof that are not enclosed.

TEMPORARY FENCE ENCLOSURES

A. If required, the Contractor shall provide and maintain temporary fence enclosures.

B. Provide a construction fence as required, with construction in accordance with the NYC Building Code. Paint fence one coat of paint in color selected by the FIT.

C. A safety zone approved by the DOB shall be provided around the demolition area as shown on the site safety plan. Fences shall be erected to prevent persons other than workers from entering. They shall be at least 8 feet high, solid, with clear 1/4" thick polycarbonate plastic panels at viewing openings.

D. Develop, and submit to the FIT for approval, a detailed fence plan, indicating bracing, gates and other pertinent information.

STAGING AREAS

A. The FIT may, at its discretion, designate temporary staging areas for the Contractor for such purposes as storage of materials, erecting a field office. Provide fencing and secure in-swinging gates to fully enclose the areas and prevent unauthorized entry. Fences and gates shall be at least 8 feet high unless directed otherwise by the FIT. Submit drawings of the staging areas to the FIT for prior approval, indicating locations of all facilities and details of fences and gates. Maintain the areas and facilities in safe, clean, and orderly condition. As per Section BC 3307.4.7, the barrier for storage areas adjacent to pedestrian paths shall be solid for at least 4'-0" in height. In the area where a material hoist is located, the solid protection shall extend from the ground level to the height of the overhead protection.

B. When directed by the FIT, remove temporary staging area facilities, repair all damage, and finish the area as directed.

WATER CONTROL

A. Dispose of all water with due care and shall not infringe on the rights of others on the Site, of adjacent property FITs and of the public. All cost in connection with the removal of such water shall be paid by the Contractor.

B. Drainage

1. No condition shall be created as a result of construction or demolition operations that will interfere with natural surface drainage.

2. Water courses, drainage ditches, etc., shall not be obstructed by refuse, waste building materials, earth, stones, tree stumps, branches, or other debris that may interfere with surface drainage or cause the impoundment of surface waters.

POLLUTION CONTROL

The Contractor shall:

A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of the State of New York.

B. Take all necessary precautions including, but not limited to digging and maintaining settling basins and dams; diverting streams, and taking all other actions that may be necessary to prevent silt, and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area and downstream properties as a result of the Work.

C. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.

D. Refrain from burning trash or waste materials.

TEMPORARY FIELD OFFICES

A. Contractor's Field Office

1. The Contractor can provide for its use all temporary office facilities necessary for the performance and management of the construction. Such facilities must be in place and in operation within thirty (30) days of the start date indicated on the NTP. No space within the existing building will be provided to the Contractor for such temporary offices unless otherwise indicated. Contractor’s field office shall be made of metal or other noncombustible material.

2. The Contractor must obtain written approval from the FIT for any temporary facility located on the site. The Contractor shall relocate such temporary office facility to other locations, approved by the FIT, as necessary to facilitate the expeditious completion of the Work at no additional cost to the FIT.

3. Temporary toilet and sink shall be connected to an approved sewage disposal system.

PROJECT IDENTIFICATION

A. Project identification signage construction and location shall meet the latest requirements of Section BC 3301.9.

B. Maintain the sign for the duration of the Work of the Project as per Section BC 3301.9:

1. Panels are to remain legible and good structural condition, securely attached, level, plumb, and free of sharp edges, protruding nails and similar hazards.

2. If deemed necessary, in the opinion of the FIT, repaint all or portions of the sign (except for lettering and artwork), supports and appurtenances, at the Contractor's expense.

C. No other signs or advertisements shall be displayed on the Site, except as required by the Contract or required by Building Code.

TREE PROTECTION

A. Provide adequate protection for the duration of the Project Work for existing trees which are to remain at the Site. Contractor shall bear the expense of replacing trees that are damaged.

B. No trees shall be disturbed or removed, unless otherwise instructed and permitted.

SCAFFOLDING

A. General:

1. The Contractor shall furnish and securely set Scaffolds required for the Work.

2. All Scaffolds shall be of good, sound materials, of adequate dimensions for its intended use and substantially braced and tied to ensure absolute safety for its users, college personnel, and the public.

3. Scaffolds shall be in conformance with the requirements of the New York City Building Code and all laws and regulations having jurisdiction.

B. Exterior Scaffolding

1. Suspension Scaffolds:

Contractor shall furnish access and all necessary equipment, tools, scaffoldings and experienced crew required for examination of and all repairs to the brick masonry, windows, steel, copings, soffits, concrete spandrels, roof parapets, setback terraces and all other facade and superstructure building components.

2. Roof hung scaffolds are to be outrigger type only. No scaffolds are permitted to be hung from parapet walls by hooks under any circumstances.

3. Contractor to take all required precautions to prevent outrigger scaffold installations from damaging the roof or interior spaces below. It is recommended that the contractor inspect and photograph roof areas prior to installation of scaffolding or performance of the work to document pre-existing conditions of damage. Damage to interior finishes, including cracking of plaster at walls and ceilings, caused by the work or equipment installations will be subject to damage claims against the contractor by the FIT.

4. All scaffolds and scaffold crews are to be fully certified, with permits filed and approved as required by the Department of Buildings. Contractor to submit to Architect/Engineer approved rigging drawings and copy of rigger's license prior to start up of any scaffold work.

2. All Other Types of Scaffolds (Supported Scaffolds):

a. Supported Scaffolds shall have a completely rigid supporting system, transferring all vertical loads to the ground, sidewalk shed, or building structure below.

b. All applications shall be submitted by a licensed professional Engineer or Architect.

c. Scaffolds shall be checked by a licensed Professional Engineer hired by the Contractor, who shall inspect and certify that Scaffolds installed comply with the manufacturer's specifications and the New York City Building Code and all laws and regulations having jurisdiction and are safe to perform the Work of the Contract. The Contractor shall submit such certification to the FIT and display a copy at the job site for verification.

d. Scaffolds shall not be anchored to the outer wythe of masonry or stone walls for lateral bracing.

e. Lateral bracing shall be anchored by one or more of the methods described in subparagraphs 1), 2), or 3), below. Prior to erection of the Scaffolds, the Contractor shall submit the method(s) to the A/E & FIT for review and approval. The submittal shall be prepared, signed and sealed by a Registered Architect or licensed Professional Engineer, and this Architect or Engineer shall certify the structural adequacy of all anchorage methods to be utilized for the Project.

1) Provide anchorage through the outer wythe of masonry into the second wythe of masonry. The existing wall must be of solid masonry construction.

2) Secure Scaffolds to the building structural steel or reinforced concrete member.

3) If the Contractor finds an alternate method of bracing preferable, the Contractor shall submit the proposed alternative method, certified by the Contractor's Architect or Engineer, to the FIT for review and approval.

f. The Contractor shall be responsible for the stability and safety of the Scaffolds and anchorage until their removal, and for restoration of the entire wall where damaged or disturbed by bracing.

SIDEWALK SHEDS, PROTECTIVE SHEDS, FENCES, CHUTES, ETC.

A. Provide and maintain sidewalk sheds and on-site protective sheds as specified in Safety Program.

B. Sidewalk sheds, on-site protective sheds, fences, railings, over-the-sidewalk chutes, and other such temporary facilities shall be filed by the Contractor and shall meet the requirements for design and color as required by Section BC 3307. All applications shall be submitted by a licensed professional Engineer or Architect. Include all required design and location information as required by

Section BC 3307 on the filed documents. Notify the Department of Buildings within two days of removing sheds.

C. Sidewalk sheds and on-site protective sheds shall be constructed to provide complete, continuous protection as required by applicable regulations and the Contract Documents, without gaps or openings between protective elements, or between the shed and the face of building where the shed abuts the building.

D. Provide vandal resistant light fixtures with wire guard, and with self-ballasted compact fluorescent lamps or LED lamps. Provide and maintain temporary lighting at all times, inspecting daily at a minimum. Make repairs due to vandalism and replace burned out lamps immediately.

1. Temporary lighting wiring shall be run in rigid galvanized conduit (RGC). The conduit shall be run exposed and secured, in an approved manner, below the shed. The Contractor shall provide branch circuit wiring from a panel in the building and run three THW conductors (Black-White-Green) per circuit. Sidewalk shed plans submitted shall include type of fixtures, type and rating of light source, horizontal spacing of fixtures, vertical height above sidewalk, and type of conduit.

2. All temporary wiring shall be installed in accordance with the requirements of the Bureau of Electrical Control as per NYCDOB Policy Notice 99-9. A temporary certificate of inspection issued by that Bureau shall be obtained by the Contractor and delivered to the FIT's Representative.

3. As per Section BC 3307.6.4.8, all lamps shall have a minimum luminous efficacy of 45 lumens per watt or greater and be rated to operate at temperatures of 5°F and higher.

4. Provide a minimum of 2 foot-candle measured at the level of sidewalk walking surface. Photosensors shall be utilized to control lighting according to the amount of daylight available and shall be equipped for fail-safe operation such that if they fail, the lamps will provide the required lighting levels.

E. Tamper-Resistant Fasteners: All fasteners and connections used in the construction of sheds shall be tamper-resistant type. Tamper-resistant fasteners shall be used in such manner as to prevent unauthorized removal or loosening of any part of the shed. Specialized tools shall be required for removal.

1. Provide tamper-resistant fasteners for connection of all components and materials of the shed, including but not limited to pipe bracing, pipe railings, beam clamps, couplings, outriggers, extensions, protective guards, and enclosure walls built around the perimeter of the shed deck.

Non-tamper resistant nuts, bolts, screws, nails, and pins are prohibited unless used in conjunction with a device which makes the entire connection assembly tamper-resistant.

2. Bolts shall have tamper-resistant heads or shall be welded to prevent removal. Screws shall have tamper-resistant heads such as Torx or socket security hex head with center pin.

3. Tamper-resistant nuts

   a. Nuts shall be conical shape with multiple slots, requiring specialized socket tool for installation and removal. Corrosion resistant zinc alloy (Zamac 5 - AC41A). Compressive strength, 87,000 psi. Shear strength, 38,000 psi. Impact strength (CHARPY), 48 ft.lbs. Hardness BHN, 91. Size and threads as required to suit studs and bolts. Remove all sharp edges. Manufacturers:

      1) Trident Tamper-Resistant Nuts; Tanner Bolt & Nut Corp., 4302 Glenwood Road, Brooklyn, NY 11210. Telephone 718 434-4500.

      2) Trigroove Tamper-Resistant Nuts; Fastenal Company, Farmingdale, NY. Telephone 516 391-0980.

   b. Provide zinc plated hex nuts, cylindrical spacers, and/or washers beneath tamper-resistant nuts where required for a proper connection. Fully tighten the entire assembly for tamper resistance. The diameter of the tamper-resistant nut shall not exceed the outside dimension of a hex nut or spacer beneath it, in order to prevent unauthorized removal.

   c. Fully tighten all fasteners. Wherever a standard nut is used it shall be fully tightened and a tamper-resistant nut shall be installed over it to prevent unauthorized removal. Where through bolts or rods are used, provide tamper resistant devices at both ends, or weld one end to prevent turning.

F. Provide all required daily and periodic inspections as required by Section BC 3307 and maintain protective in good working order.

G. Protection of adjoining roofs shall meet the requirements of Section BC 3309.10. Protection of adjoining windows shall meet the requirements of Section BC 3309.14.

H. Protect all unenclosed openings for the duration of the project in accordance with Section BC 3308.

CONSTRUCTION WASTE MANAGEMENT

SUMMARY

A. This Section includes requirements for the following:

1. Recycling non-hazardous demolition and construction waste.

2. Disposing of non-hazardous demolition and construction waste.

DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

SUBMITTALS

A. Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include separate reports for demolition and construction waste. Include the following information:

1. Material category.

2. Generation point of waste.

3. Total quantity of waste in tons or by volume.

4. Quantity of waste recycled, both estimated and actual in tons or by volume.

C. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work. Submittal shall be on the attached form.

D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Records shall be in the form of manifests and weight tickets.

E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Records shall be in the form of manifests and weight tickets.

QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Waste Management Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

2. Review requirements for documenting quantities of each type of waste and its disposition.

3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

5. Review waste management requirements for each trade.

WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification, waste reduction work plan. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by FIT. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

B. Waste Management Coordinator: Designate a site staff person or persons as a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.

2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

   a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste off FIT's property and transport to recycling receiver or processor.

DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off FIT's property and legally dispose of them.

SAFETY PROGRAM

SAFETY PROGRAM REQUIREMENTS

A. Establish and implement a Site Safety Program to ensure protection of persons and property on the Site and surrounding areas.

B. As part of the Site Safety Program, prepare a Site Safety Plan.

C. The Site Safety Program shall be in compliance with the most stringent requirements of the FIT's Site Safety Manual; the **2014** New York City Building Code including, but not limited to, Chapter 33 entitled "Safeguards During Construction or Demolition"; the New York City Fire Code and other codes and regulations having jurisdiction. As part of the Site Safety Program, provide additional precautions and safeguards as indicated on the Drawings, as specified herein, and where required for proper protection of persons and property.

SUBMITTALS

A. Site Safety Plan

1. Submit for review a Site Safety Plan to the FIT's Safety Unit within 5 days of Notice to Proceed (NTP).

2. The Site Safety Plan shall be prepared, signed and sealed by a N.Y.C. licensed Site Safety Manager certified by the New York City Department of Buildings.

3. The Site Safety Plan shall include, but not be limited to, the following:

a. Complete plans of the entire site, including building interiors, areas inside the property line, and surrounding areas outside the property line.

b. Location of sidewalk sheds, fences, egress ways inside the building, sanitary facilities, Scaffolding, fire protection, demolition

safety zone and all other required elements. Indicate all areas of the building, site and surrounding areas that will be impacted by the Work. Show temporary facilities, equipment, work areas, storage areas, contractor's access ways, and all locations where the public or college occupants may be affected in the course of the Work.

c. Separate drawings for multiple phasing periods, if applicable.

4. Conduct all inspections and probes necessary to determine the impact of the Work on areas adjacent to, and above or below the Work areas. Include all affected areas in the Safety Plan.

COORDINATION AND SAFETY MEETINGS

A. When directed by the A/E & FIT's Representative, attend a meeting with college officials to coordinate the Safety Program with college functions and the construction schedule.

B. Schedule and attend all safety meetings as described in the FIT's Safety Manual. Safety meetings shall be held at least once per week.

SAFETY FACILITIES AND CONTROLS

A. Provide and maintain all temporary facilities and controls required for implementation of the Site Safety Program.

B. Provide sidewalk sheds where indicated in the Contract Documents, where required by law, and wherever the Work has the potential of creating an overhead hazard that could lead to serious injury or death.

C. Unless approved in writing by the A/E, FIT & NYCDOB (if necessary), sidewalk sheds, on-site sheds, and fences shall not be dismantled or relocated as work proceeds at various locations of the building. All protection shall remain in place at all times until the A/E or FIT's Representative directs its removal in writing.

D. Protective sheds located within the property line, on-site, for protection from overhead hazards shall be constructed in the same manner as required by Code and the Contract Documents for sidewalk sheds and shall have the same auxiliary elements including electrical lighting.

E. Where overhead protection is required, partial closing of sidewalks or streets will not be permitted. Proper protection shall be provided by means of sidewalk sheds.

F. Protect all unenclosed openings for the duration of the project as required by Section BC 3308 of the 2014 NYC Building Code.

CORRECTION OF SAFETY DEFICIENCIES

A. No unsafe condition shall be left uncorrected.

B. Where a deficiency noted during a safety inspection does not entail the existence of a hazardous condition, the maximum time for correction of the deficiency shall be 24 hours, except where a shorter response time is required by the FIT, other Contract Documents, local regulations, or the FIT's Representative. New York City Fire Department inspection deficiencies and all hazardous conditions shall be acted upon immediately and corrected before leaving the site.

PRODUCT SUBSTITUTIONS

SUMMARY

A. Products, materials, systems and equipment (collectively called “products”) specified within the technical sections and Drawings shall be used for this Project unless approval for submitted “or Equal” substitutions is obtained from the A/E.

B. Consideration for approval of substituted “products” is as stipulated in Article 4 of the General Conditions, entitled "Or Equal Clause".

C. The Contractor shall allow ample time, as stipulated by below, for the FIT to review each substitution submission. If at any time during the review process the Contractor believes that the review process is adversely affecting the completion dates, the request is to be considered denied. The Contractor shall immediately proceed with submitting and utilizing the specified product(s). Under no circumstances will an extension of time be granted nor additional costs be paid for any reason whatsoever relating to the review process.

D. Basis of Design: “Products” specifically designated on the drawings by manufacturer name(s) and model numbers are the Basis of Design. Use of “products” of other manufacturers meeting the requirements of the specification, including those manufacturers and products listed in the specification, shall be considered an “Or Equal” substitution. Factors for consideration shall include function, dimension, in-service performance, physical properties, appearance, and other characteristics. If an “Or Equal” product will not fit into the location designed, the “product” is not to be submitted.

E. The Contractor’s request for substitutions with “alternate” “products” (those that do not meet the Contract requirements, i.e. not an “or Equal”) will be evaluated on a case-by-case basis within the sole discretion of A/E & the FIT.

F. Do not propose substitutions that do not comply with the sustainability requirements indicated in the Specification Sections.

SUBMITTALS

A. Substitution Submittal Schedule

1. The construction completion dates shall not be adversely affected by the substitution of specified items. Complete requests for substitutions must be submitted so as to allow sufficient time for review, fabrication, delivery, installation, and all construction modifications necessitated by the substitution. Should the package be incomplete, additional information will be requested by the A/E & FIT. The additional information must be submitted with the same time considerations.

2. Requests for substitution will only be considered if received in a time frame that will allow for the review process required by this specification as well as ordering of the material without delay to the project, whether the product is approved or disapproved. At a minimum, product must be submitted ninety days prior to the intended ordering date of the item that will allow installation to commence per the Detailed Baseline Project Schedule. The Contractor is responsible for determining the actual submission time frame required to go through the substitution process, account for submission of a specified item in case the proposed product is rejected, and manufacturer and delivery time to the project site.

3. Within twenty-one days of receipt of the request for substitution to the Architect/Engineer of Records Office, the A/E & FIT may request additional information or documentation for the evaluation of the request. Within forty-two days of receipt of the original request, or twenty-one days of receipt of the additional information or documentation, whichever is later, the FIT will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on the use of a proposed substitute cannot be made or obtained within the time allocated, the Contractor must use the products specified by name. No time extensions will be granted due to the approval process or the rejection of a substitution.

B. Substitution Submittal Procedure

1. Each substitution submitted to the FIT for consideration shall be separate and distinct from a regular submittal and stamped as such. Each request shall identify the material, item of equipment, installation method etc. proposed for substitution. Include the related Contract Specification and Contract drawing numbers(s). Provide complete documentation showing

compliance with the specified requirements. Such documentation shall include, but not be limited to the following:

a. Product Data, including drawings, fabrication, and installation procedures.

b. Samples, where samples of the specified product are required, or subsequently requested.

c. A detailed comparison of significant qualities of the proposed substitution with those of the material or work specified. Significant qualities may include elements such as size, weight, durability, performance, life cycle, visual effect, code compliance, maintenance requirements, energy code compliance, compatibility with other portions of the Work, and environmental considerations.

d. Coordination information, including a list of changes or modifications to be made to other parts of the Work including the Work to be performed of other trades and for construction performed by others that will become necessary to accommodate and to accept the proposed substitution. **Provide coordination drawings showing the interface and changes to the original design for all trades to expedite the review and subsequent filing of the changes.**

e. Warranty information, with any deviations from the Contact requirements highlighted.

f. For alternate substitutions, the submittal must clearly demonstrate the benefit, in cost, of implementing the substitution.

2. Failure by the Contractor to include the above requirements in the submittal may cause rejection of the submittal in its entirety.

APPROVAL DECISION

A. The decision for approval or rejection of a product substitution shall rest with the A/E & the FIT.

ACCOMMODATIONS FOR SUBSTITUTIONS

A. The costs of all accommodations and modifications **to the structure or systems** necessitated by the use of an accepted "or Equal" or "alternate" substitution (e.g. steel modifications, revised openings, added supports, power modifications, etc.) shall be borne by the Contractor. Furthermore, the Contractor shall be responsible for any fees charged by the Designer of Record which relate to acceptance and incorporation of the substitution into the Design Documents.

OPTIONS

A. When Contractor's options are allowed for use of certain products, materials, systems, and equipment for this Project, conditions shall be as set out in the respective technical Sections.

MATERIAL AND FINISHES MAINTENANCE MANUALS

A. The Contractor shall refer to the individual technical Specification Sections for the products and materials that require such manuals to be provided and for additional information on the care and maintenance of materials and finishes that shall be included in the manual.

B. Provide one section for architectural products, including applied materials and finishes, and a second section for products designed for moisture protection and products exposed to the weather.

C. Architectural Products

Provide manufacturers' data and instructions on care and maintenance of architectural products, including applied materials and finishes.

1. Manufacturer's Data: Provide complete information on architectural products, including the following information, as applicable:

    a. Manufacturer's catalog number.

    b. Size.

    c. Material composition.

    d. Color.

    e. Texture.

    f. Reordering information for specially manufactured products.

2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning, highlighting any item that could be damaged by normal/standard cleaning methods. Information regarding cleaning agents and methods that could prove detrimental to the product shall also be included. Include manufacturers' recommended schedule for cleaning and maintenance.

D. Moisture-Protection and Weather-Exposed Products

Provide complete manufacturers' data, including instructions for inspection, maintenance and repair of products exposed to the weather or designed for moisture protection purposes.

1. Manufacturers' Data: Provide manufacturers' data, including the following detailed information, as applicable:

   a. Applicable standards.

   b. Chemical composition.

   c. Installation details.

   d. Inspection procedures.

   e. Texture.

   f. Reordering information for specially manufactured products.

   g. Maintenance information.

   h. Repair procedures.

2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning, highlighting any item that could be damaged by normal/standard cleaning methods. Information regarding cleaning agents and methods that could prove detrimental to the product shall also be included. Include manufacturers' recommended schedule for cleaning and maintenance.

EXISTING PREMISES WORK

PART 1 - GENERAL

SITE REQUIREMENTS

A. Noise Control: Provide mufflers on all equipment to be used by the Contractor. Observe local laws regarding noise control.

HEALTH AND SAFETY

A. Toxic Effects: The Contractor shall assume all responsibility for any toxic effects to workers from the dusts, vapors or residues generated in their work, including the use of any substances or equipment used by the Contractor during construction.

B. Chemical/Biological Hazards: The known chemical/ biological hazards on site include lead-based paint containing material, PCB containing ballasts, asbestos containing materials, and debris. The Contractor shall provide materials, equipment and training to its workers to ensure their protection from these and any other hazards which may be identified during the work. All personnel who work with ACM shall have appropriate asbestos certifications.

C. Physical Hazards: The Contractor shall provide safety equipment and training to his workers to ensure their protection from any physical hazards including but not limited to trip/fall hazards, working at elevation, heat stress, contact with energized (hot) active equipment, noise, overhead bump hazards, and electrical shock that may be present during the Work.

D. OSHA Regulations: The Occupational and Safety Health Administration (OSHA) regulations (29 CFR 1926 and 1910) applicable to the work shall be strictly complied with during the course of this project by the Contractor's workmen, tradesmen, materialmen, and subcontractors, and of visitors to the project site. This includes, but is not limited to, the OSHA Hazard Communication Standard (29 CFR 1910.1200) requiring training employees, access to hazardous material information and warning labels.

E. Accident Prevention: The Contractor shall provide and maintain all safety measures necessary to properly protect workmen, comply with the latest edition of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and maintain an accurate record of all accidents which occur during the project. The Contractor shall immediately report an injury or loss of life to the FIT, and a copy of the accident report to his insurer provided.

F. Emergency Response: The Contractor shall establish an Emergency Response Team made up of members of his work force trained for and capable of responding to an accident, fire, or other emergency. The Contractor shall designate a site Safety Coordinator to train the team on location and use of site fire/life safety equipment. At minimum, the Team shall be knowledgeable in first aid, CPR, fire extinguisher use, and evacuation procedures.

G. Emergency Actions: In an emergency affecting the safety of life, the work, or adjoining property, the Contractor, to prevent such threatened loss or injury

without special instruction or authorization from the FIT or the Engineer, is hereby permitted to act at his discretion.

WORK SUPERVISION AND COORDINATION

A. Contractor's Supervisor: From the start of work through completion, the Contractor shall have a responsible and competent supervisor who shall meet the qualifications described below, on site during all working hours. When the Supervisor must leave site during work, a temporary Supervisor shall be appointed.

B. Quality of Work: The Supervisor shall supervise and inspect the Work competently and efficiently, devoting such skills and expertise as necessary to ensure the Work is performed in accordance with the Contract Documents, and that all Work is of good quality and workmanship.

SUBMITTALS

A. Pre-Project Submittal:

1. Waste Management Plan

A Waste Management Plan for PCB and Universal Waste shall be prepared by the Contractor and the Contractor must obtain approval of the Waste Management Plan by FIT a minimum of two weeks prior to the start of site activities. In the Waste Management Plan, the Contractor shall provide, at a minimum:

a. Licenses and certifications, for all personnel to be used on the project.

b. Provide a listing, including company name, name of owner, and address of facility, of the off-site disposal facility(ies), for the specific material to be disposed and a copy of each facility's permit (NYSDEC and/or equivalent out of state) and a complete listing of the facility's pre-acceptance testing and disposal requirements for the specific material.

c. Provide a listing, including company name and address, of proposed waste haulers. Provide for each proposed waste hauler a copy of the valid 6 NYCRR 364 Waste Transporter Permit. Contractor shall furnish a list approved by the FIT that identifies the make, model, truck number and registration plate number of each of the trucks that shall transport the material to the designated

facility(ies). All proposed destination facilities, listed as required above, shall be listed in the waste transporter permits provided.

d. If applicable, provide a completed waste profile form for the proposed facility(ies) along with a cover letter on Contractor letterhead certifying that the Contractor has provided the disposal facility with the analytical data. Contractor must verify in writing that full disclosure has been provided to the disposal facility.

e. Specimen copy of the waste manifest, partially completed.

f. Permits for the Transporters (364, A901, EPA Transporter ID, PCB Handler, etc); and

g. Approval letters from the final disposal facility to the TSDF, and from the TSDF to the Contractor.

2. Provide Certificates of Insurance naming the FIT and the Design Architect of Record as additional insured.

3. Health and Safety Plan (HASP): Provide a written HASP to protect workers and college occupants from possible hazards based on the Contractor's evaluation of tasks to be performed, (including ACM, hazardous wastes and universal wastes), and addressing procedures for work place safety (including meeting 29 CFR 1926.62 for lead-based paint considering the OSHA Permissible Exposure Limit (PEL) for PCBs instead of lead as the trigger for applicable requirements). The lead standard provisions considered relevant to PCB include exposure assessment, compliance program, protective work clothing and equipment, housekeeping, hygiene facilities and practices and employee information and training. An acceptable alternative program would be equivalent to that for ACM. The Contractor shall submit the HASP at least two (2) weeks prior to commencing construction activities for FIT review addressing, at minimum:

a. Hazard Communication. Identification of physical and health hazards associated with the work, communication to employees, and name of the person responsible for Hazard Communication Program implementation.

b. Heat stress assessment/prevention Guidelines.

c. Procedures for using ladders safely.

d. Electrical safety procedures.

e. Hazard/exposure assessments and determination of engineering controls, Personal Protective Equipment and/or monitoring needed to ensure exposure is within OSHA requirements.

f. Training.

g. Certifications (e.g., asbestos, for ACM work).

4. Emergency Action Plan: Provide a written Emergency Action Plan that outlines actions to be performed for emergencies including fire, accident, power failure, safety system failure, breach of work area dust barrier, unexpected hazardous material or waste contamination at the site or adjoining grounds, or hazardous material or waste releases. This Plan shall identify how emergencies are announced, escape routes, and procedures to account for all employees after evacuation. The Plan shall identify persons responsible for fire/life safety duties including Site Safety Coordinator, fire prevention equipment and control of fuel hazards, and the Emergency Response Team (see Paragraph "Emergency Response") It shall be readily available for review by all workers.

5. Fall Protection Plan: Provide a written Fall Protection Plan that outlines actions to be performed to protect personnel working at elevation including specific fall protection devices to be used, training provided to personnel for same and training of designated competent person in charge of and responsible for the elevated work site.

6. Provide proof of arrangements for transport and disposal of hazardous, universal wastes with transporter and disposal or recycling sites that are permitted to accept wastes with the constituents known to be present (e.g., asbestos, PCB, etc.). Provide copies of permits for the hazardous waste hauler, and disposal or recycling site (including each disposal and transit state) to the FIT at least three (3) weeks prior to commencing construction activities for FIT review. If pre-work survey testing indicated there is no lead-based paint this submittal for lead is only required upon receiving results from waste testing which indicate that construction waste is hazardous waste due to lead.

7. Provide manufacturer's literature on all proposed job related equipment and products to be used on this project that require FIT approval. Provide Material Safety Data Sheets (MSDS) for chemicals to be used (e.g., solvents, wetting agents).

10. Provide a sample of the daily log proposed for use. Minimally, it should include date(s) and time(s) when all personnel enter and leave lead-based paint or other hazardous material work area(s).

11. Structural Stability Drawings

12. Occupant Protection Plan

    a. Provide am "Occupant Protection Plan" as required by Section BC 3303.10.

    b. Plan must be maintained at site for duration of the project.

B. During Work Submittal:

1. Schedule of Work Changes: Any changes in the Schedule of Work proposed by the Contractor shall be submitted for approval within seven days of the commencement date of the proposed change. Submit a revised Schedule at the end of each week.

2. Submit all waste analysis results used to determine if construction waste is hazardous and a copy of waste profiles approved by the disposal sites immediately upon receipt by the Contractor.

3. Evidence that those signing manifests have received DOT Hazardous Materials Shipping Training (initial and refresher every 3 years per USDOT regulations).

4. A signed, and completed copy of each waste shipping record form used (e.g., hazardous waste manifests, universal and electronics waste shipping papers), associated submittals (e.g., Land Disposal Ban notifications/certifications), and records of the disposal facility's acceptance of the waste, shall be submitted within twenty-four hours of the Contractor's preparing or receiving them.

C. Post Project Submittal:

1. A copy of the bound logbook.

2. Compilation in chronological order of all project personal air monitoring records, if applicable.

3. Compilation of all completed and signed Waste Shipment Record forms, waste manifests, waste analysis results/waste profiles, bills of lading, or disposal/recycling receipt records pertaining to this project.

PROTECTION

A. General Safety Restrictions

1. Nothing shall be done to in any way block the streets at or about exits, or the exits themselves.

3. There shall be no unauthorized interference with the free and unobstructed use of hallways, stairways, toilets and rooms.

4. Whenever work is carried on during college sessions, not more than one stairway shall be closed off from free and safe use at any time, and this only after written permission is obtained from the FIT. **Closing of a stair or exit will require the Contractor to file a Temporary Egress Plan.**

5. No part of the building or premises shall be closed to the use of the occupants without the permission of the FIT. When such permission has been given, erect temporary partitions and barriers wherever required to ensure the absolute safety of the occupants of the building and premises. **If an entrance or stair is to be closed, the Contractor is to perform an egress analysis and to file a Temporary Egress Plan.**

6. Maintain on the premises a complete file of Material Safety Data Sheets for all materials, arranged by specifications section number. The file shall be available to the FIT's Representative for reference at all times.

B. Precautions Against Fire

1. Take every precaution in the performance of the Work to prevent fires.

2. Smoking shall not be permitted within the premises at any time.

3. New York City Fire Department (FDNY) regulations shall govern the storage and use of flammable materials. Flammable materials and fire-producing equipment shall not be left unattended in locations accessible to pupils. All polyethylene sheeting shall be flame retardant in accordance with NFPA 701.

4. Rubbish shall be removed as hereinafter specified.

5. Fire extinguishers and other protective equipment shall be provided as required by regulations.

6. During all interruptions of Work, flammable mixtures shall be stored in designated locations.

C. Fire Watch

A Fire Watch shall be provided as required by FDNY and as required by pertaining sections of this Contract.

D. Temporary Maintenance of Hazardous Conditions

1. Upon receipt of the Notice to Proceed, carefully inspect all existing work which is required to be repaired, altered or removed. Any such work which is found to be weakened, structurally unsafe or otherwise hazardous, shall be immediately put in a safe condition and so maintained until such time as the permanent work in connection therewith is completed.

2. Any restrictions regarding sequence of operations and locations of work do not apply to the elimination of hazardous conditions; all parts of the premises will be available at all times for the performance of such work.

E. Protection of Property

1. The Contractor shall be responsible for all damage to all new and existing work on the premises due to the Contractor's operations, and shall provide and maintain adequate protection against such damage.

2. The premises shall not be used as a work shop to the detriment of any portion thereof.

3. Provide decking on floors, steps, platforms, pavements and roofs where subject to damage from heavy traffic.

4. Provide protection of existing roofing and flashing and limit traffic to prevent any damage to the existing work. As a minimum provide a protective compressible layer of polyisocyanurate roof insulation board, 1” minimum thickness, over the existing membrane, and cover this cushion layer with a layer of hard protective board.

   Where there is a warranty in effect, the protection shall be acceptable to the roofing manufacturer such that the existing roof warranty is not jeopardized. Obtain the manufacturer’s written approval of the protection methods and submit it to the FIT prior to beginning work on the roof.

5. Protect doors and door jambs when conveying rubbish and materials.

6. Provide and maintain barricades to confine dust to work areas.

7. Provide watertight enclosures over openings at roof and walls; provide watertight protection where tank houses, bulkheads and other roof structures are removed; remove temporary waterproofing protection for installation of new permanent work.

8. All damage to adjoining work due to failure to provide adequate protection shall be corrected by the Contractor at the Contractor's expense.

9. After completion of the Work, the Contractor shall thereafter protect Work until it is accepted.

F. Protection of Public

1. The Contractor shall be responsible for all injury to persons due to the Contractor's operations and shall provide and maintain adequate protection against such injury.

2. Provide guards, rails, barricades, fences, sidewalk sheds, catch-platforms, decking, night lighting, and all other items as required by New York City Building Laws and as further required to provide adequate protection.

3. Protect sidewalks and curbs around the premises so they may be safely used by the public at all times.

4. Provide barricades around work areas as required to prevent pupils and other unauthorized persons from entering therein.

5. Prevent exposure of persons to hazardous materials, offensive odors, noxious or toxic fumes or gases. Ensure that such contaminants are not re-circulated through the ventilation systems, or through windows and openings, to occupied areas. Ventilate work areas prior to re-occupancy, to make certain that odors and gases are properly dissipated. Notify the FIT's Representative to conduct an inspection of affected areas prior to re-occupancy.

G. Stability and Integrity of Existing Structures

1. Shoring of members and protection of the existing structure during construction is the responsibility of the Contractor and shall comply with the requirements of the NYC Building Code.

2. The most stringent requirements of the Building Code, Contract Drawings, Specifications, or any authorities having jurisdiction shall govern this Work.

3. Coordinate Work of this Section with Work of all other Divisions so as to properly, and completely, install all Work as indicated on Drawings or specified.

4. The Contractor shall engage the services of a third party Registered Professional Engineer (not a direct employee) to prepare details of bracing, shoring, and other construction required to maintain the structural safety and integrity of the existing structure during construction operations as per Section BC 1704.20.7 of the 2014 NYC Building Code.

   a. The Contractor's Engineer shall file Form PW-1 with the Building Department, thereby becoming the Engineer of Record for such protection work and is responsible for shoring and bracing of all members requiring such and for preparation of all design and shop drawings and their approval by the Building Department prior to permit. Drawings must be submitted to the Architect/Engineer of Record (AEOR) for review.

   b. As per Section BC 1704.20.7.1, the documents prepared by the Contractor's engineer shall include requirements for monitoring the subject structure and/or adjacent structures including a monitoring plan, and specify the scope and frequency of monitoring, acceptable tolerances, and reporting criteria when tolerances are exceeded. Any monitoring program required by the Contract Documents shall be included in the Contractors plan.

   c. The FIT will engage a Special Inspection Agency to perform the Special Inspection described in paragraph BC 1704.20.

POTENTIALLY HAZARDOUS MATERIALS DISCOVERED DURING WORK

A. The FIT endeavors to identify materials subject to demolition and disturbance that may contain hazardous materials (i.e., asbestos, lead and PCB-containing caulk**,** mold) prior to defining the work; however, hidden materials may be discovered upon demolition or removal of building components.

B. Work shall be stopped and the FIT shall be immediately notified whenever caulk, paint or potential asbestos containing material that is not part of a previously sampled homogenous group is discovered. The FIT will confirm whether the material is part of a previously sampled homogenous group or requires sampling and analysis for asbestos, lead and/or PCBs and will determine whether and when work in that area can resume.

C. Where microbial/mold growth is encountered during construction/demolition operations that has not been previously identified to be removed, or if the quantity of mold encountered differs from what was specified, the Contractor shall notify

the FIT immediately and await further direction for steps to remediate the condition responsibly while ensuring overall occupant, worker and building health. In all cases, the FIT's environmental consultant shall perform the mold assessment. Corrective work to stop the water infiltration source shall occur prior to rebuilding of the area.

PRECAUTIONS AGAINST LEAD PAINT EXPOSURE

A. Provide precautions against lead paint exposure where existing paint is to be removed or disturbed and the paint is known or assumed to contain lead. When removing or disturbing existing paint on surfaces that have not been tested by the FIT for lead content, the existing paint shall be assumed to contain lead and shall be treated as if it is lead based paint.

1. Where existing paint is to be removed or disturbed, provide dust barriers and other means of containing dust, dirt, paint particles, and debris to the immediate work area. Workers shall not track dust and paint particles through occupied areas. Where possible, provide separate work area access for workers.

2. Comply fully with OSHA Lead in Construction Standard (29 CFR 1926.62) and the EPA Lead Based Paint Poisoning Prevention Rule (40 CFR 745), most recent version thereof.

3. Post warning signs clearly defining the work area which read "WARNING: Authorized Personnel Only" along with any other required signs (e.g., for ACM/Lead) posted for the duration of renovation until cleaning verification is completed.

4. Exterior renovation precautions shall include, but are not limited to:

    a. Close all doors and windows within 35 feet of the renovation on the same floor as the renovation and on all floors below within the same horizontal distance from the renovation.

    b. Ensure that doors within the work area that will be used during the work are covered with 6 mil fireproof plastic sheeting in a manner that allows workers to pass through.

    c. Place 6-mil fire-retardant poly protection on all grade areas including under Scaffolding to collect falling debris. Such protection shall also be placed on roofs and on top of side walk bridges in the vicinity of the work area. Plastic shall be extended from the building to a distance of 15 feet from the building and at least 15 feet laterally beyond each side of the work. Joints must be

taped or otherwise secured to maintain coverage of the required areas and protect plastic from the effects of wind or rain.

d. Take other necessary precautions to ensure that dust and debris from the renovation does not contaminate other buildings or other areas of the property or migrate to adjacent properties (e.g., promptly removing waste and debris, suspending work and rolling up plastic before high wind conditions, etc.).

6. Prohibited and restricted practices include:

a. Open-flame burning or torching of lead-based paint.

b. Use of tools that remove lead-based paint through high speed operation (e.g., sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting) unless equipped with a HEPA dust collection system including an attached shroud connected to a HEPA vacuum system for capture of dust and information on proposed tool model and design is submitted in advance for approval by the FIT.

c. Operating a heat gun on lead-based paint is permitted only at temperatures below 1100 degrees Fahrenheit.

7. Clean-up: Provide daily and work completion clean-up, as a minimum clean-up requirement. Provide more frequent clean-up as conditions require. Provide a thorough final clean up.

8. Waste Management and Disposal: Segregate waste and debris that contains lead-based paint from all other waste and debris for the purposes of waste characterization to minimize the potential quantity of hazardous waste generated. Place waste in DOT-approved container, remove from premises, and dispose of all existing paint materials, dust, dirt, and debris removed from existing painted surfaces, in compliance with New York City, New York State, and Federal regulations. No painted debris coated with known or assumed lead-based paint shall be transported in open containers at any time during the project..

9. If caulks are disturbed during paint removal or abatement, analyze the paint waste for total PCBs in addition to lead TCLP testing unless test results are provided by the FIT.

B. Contractors Bid Amount

1. For purposes of bidding, the Contractor's Bid Amount shall include disposal of all painted waste and debris as non-hazardous "Construction

and Demolition" (C&D) waste and disposal of all related project waste (plastic, cleanup waste, water, etc.) in accordance with applicable regulations.

2. The Contract Amount shall be adjusted by Change Order if TCLP testing determines that some or all painted waste is considered hazardous in accordance with Environmental Protection Agency (EPA) Resource Conservation and Recovery Act (RCRA) regulations.

NON-INTERFERENCE WITH COLLEGE FUNCTIONS

A. Perform the Work in such a manner that normal college functions may be carried on throughout the period of work with a minimum of interference. Before commencing work in any portion of the premises normally used for college functions, meet with the FIT's Representative and the college Principal and perfect a working agreement. Noise shall be kept to a minimum.

B. In general, the Contractor shall not use or work in rooms, corridors, stairs, or elevators designated for students or college personnel.

C. The FIT may assign a stair for Contractor use during working hours. Refer to the Phasing Exhibit. The Contractor shall only use the stair for access to floors and shall not in any way obstruct the stair or make it unsuitable for use as an exit by the college's occupants.

FRATERNIZATION

A. Contractor shall prohibit all contact between Contractor's employees (including Subcontractor's employees and visitors to the site) and the students and college staff.

WORK SCHEDULE AND PHASING

A. General

1. All Work must be performed according to a Work schedule outlined in the Phasing Exhibit that will not disrupt college activities. Any Work that is disruptive to college activities shall be performed as Mandatory Work before or After College Hours.

   All decisions affecting the normal operation of the college shall be coordinated with the College's Principal through the FIT's Representative.

B. Adequate time must be scheduled for projects with removal of ACM wiring or other ACM materials, as these ACM/PCB projects have the added requirement for air sampling and analysis.

D. Voluntary Overtime Work:

When permission to perform overtime or alternate shift Work is requested by the Contractor for the Contractor's own purposes, in order to meet schedules or for the Contractor's own convenience, the Overtime Work (including the cost of overtime custodial services) shall be considered to have been included in the Contract Price and no increase in the Contract Price, or Extra, will be granted for the Overtime Work. Contractor shall pay all incurred overtime custodial services and all costs necessary to maintain the construction operation including but not limited to permits, temporary heat, temporary lighting, and temporary power.

E. Mandatory Overtime Work

If at any time, in the judgment of the FIT, any item of Work is behind the established construction progress schedule, or is causing a delay that will affect the contract completion date, the FIT may order the Contractor to increase The Contractor's Work force or to work the Contractor's forces and the forces of any Subcontractor overtime, at the Contractor's expense, until such time as all items of work have progressed to be in accordance with the accepted construction progress schedule. The Contractor shall pay all incurred overtime custodial services and all costs necessary to maintain the construction operation including but not limited to permits, temporary heat, temporary lighting, and temporary power.

F. Ordered Premium Overtime Work

1. The FIT reserves the right to order and pay for rescheduling any regularly scheduled Work (other than that Work hereinbefore classified under Voluntary and Mandatory Overtime Provisions) as Premium Work or to add Premium Work to the regularly scheduled Work.

2. Such Premium Work will be made by Change Order of Extra Work as identified elsewhere in the Contract Documents.

3. Extra payment for Change Order of Extra Work shall be paid only for the actual difference between "regular labor rates" and "overtime labor rates," and the cost of any additional labor, material, permits, custodial and ancillary services (if any); plus an amount in accordance with the provisions of the Contract for any and all other costs, overhead, and profits that might be incurred by the Contractor, as determined by the FIT.

G. Payment of Fees for Custodial Services/DOB and Other Agency Permits

1. On receiving permission from the FIT to perform Work in the building(s) for ordered Premium Work on Saturdays, Sundays, Holidays and after the regular hours of duty on business days, the Contractor shall obtain a

"custodial permit" and provide compensation for the custodial staff at the rate specified by the custodial contract in force at the time of construction.

2. Obtain and pay for all after hours work permits from the Department of Buildings.

J. Opening Permits (For Work Involving Wet Mopping & Wiping)

1. For work that must be performed on holidays, weekends and after-college-hours, the Contractor shall obtain from the Department of Buildings an "After-Hour Work Permit", and shall arrange to schedule and pay for extra custodial services as specified in paragraph titled "Payment for Custodial Services", in this Article

WATER

A. Water required for construction may be taken from existing hose bibbs or Janitor's Sink Closets.

ELECTRIC CURRENT

A. Except where required to maintain proper college functions, the existing electrical outlets on the premises will be available to the Contractor for the operation of low amperage power-driven tools.

STORAGE SPACE

A. Storage space, if available, will be designated or assigned by the FIT. Interior space will be assigned for storage of material liable to damage by weather. Provide any additional protection required and assume all responsibility for damage to materials. Do not store or temporarily leave materials in locations other than those assigned for storage.

EXISTING MATERIALS

A. Unless otherwise specified, it is intended that new materials shall be furnished, but if during the progress of Work it is found that existing materials, are sound and of proper quality and dimensions, as required by the Drawings and Specifications, the Contractor may use the such materials, provided they are acceptable and have first been approved in writing by the A/E & FIT, who will determine the proper allowance to be made for the omission of new materials.

USE OF EXISTING COLLEGE ELEVATORS

A. The use of an existing college elevator is not permitted unless otherwise approved by FIT. If use of an existing elevator is allowed, the Contractor understands that throughout the project duration the elevator will be utilized by the college during college hours. The Contractor shall be responsible for, and must adhere to, the following:

1. The Contractor shall be responsible for, and shall provide all necessary labor and material for, the operation, maintenance and protection of this elevator during the period of its use for this project. The Contractor shall protect walls and floor and shall maintain a clean and proper operating condition in the elevator, pits, shaft ways and machine rooms, and shall bear the cost of making any replacement or servicing required during such operation.

2. The Contractor shall be responsible for any damage to the elevator during the entire period of such use.

3. The Contractor shall be responsible for the operation of this elevator from the beginning of the earliest work shift to the end of the latest work shift.

4. Use of the elevator by another Contractor working at the Site shall be coordinated with the FIT.

B. Immediately prior to the commencement of the Contractor’s use of the College elevator, the Contractor shall have the elevator inspected by a qualified elevator repair subcontractor. The Contractor shall send a written report to the FIT's Field Representative stating the condition of the elevator and any existing damage of the elevator, and all its related operating equipment, particularly describing all damages and deficiencies observed in the condition of any part of the elevator and its related operating equipment. The FIT’s allowing the use of an elevator does not in any way imply or otherwise indicate that the elevator is in working condition.

C. At the conclusion of the Contractor's use of the elevator, the Contractor shall advise the FIT's Field Representative, who shall arrange for an inspection by the FIT to ascertain, aside from the normal depreciation of the equipment, the existence of any damages for which the Contractor shall be responsible and to assure that the elevator is in safe and satisfactory condition.

D. The Contractor shall remove protection and clean the elevator daily at the completion of the latest work shift.

E. The hours during which the Contractor may use the elevator shall be as indicated by the Phasing Exhibit.

REMOVAL OF RUBBISH

A. Remove all rubbish (e.g., dirt, refuse, empty containers and packages, removed materials that become property of Contractor) from the premises as the work progresses. No rubbish of any kind shall be stored in any rooms, halls, passageways or yards and no accumulation of rubbish shall be allowed to remain in or about the premises at any time during the course of the work for more than 24 hours.

B. Should the Contractor fail to keep the building, /premises and surrounding sidewalks and streets clean and free from rubbish resulting from the Work, then the FIT may have such rubbish removed by others in accordance with the terms of the Contract. In such event, there shall be withheld from any payment to the Contractor a sum determined by The FIT sufficient to cover the cost of removal by other parties.

CLEAN-UP

A. Daily Cleaning

1. The Contractor shall provide daily wet mopping of floors subject to construction dust in all areas affected by the Work.

2. All vertical and horizontal surfaces shall be cleaned and have a polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints. All lighting fixtures and related work shall be clean.

B. Upon completion of the Work, the Contractor shall provide thorough clean-up of all areas affected by the Work as follows:

1. In general, clean-up requirements are limited to the removal of all rubbish, spatters, stains, smears, finger marks, foot tracks, from finish surfaces and the broom cleaning of floors, yards, sidewalks, and other areas on the premises that are affected by the Work.

2. Where work that causes the dissemination of dust has been performed in the work area and within two feet of the work area, clean-up operations shall include, in addition to the operations hereinbefore specified, the following:

a. All paint chips, waste and debris shall be collected without dispersing any of it and sealed in a disposal container.

b. Remove dust mats, construction paper and protective dust barrier sheeting by misting with water, detaching it, folding it dirty side

inward, and either taping to seal it or sealing it in heavy-duty bags. Sheeting separating contaminated rooms from non-contaminated rooms must remain in place until after removing other sheeting. Dispose of sheeting as waste.

c. Inspect all interior and exterior work areas (an EPA certified renovator is required for lead-based paint work inspection). Repeat the above cleaning if any dust, debris or residue is present or as required to restore work areas to the same state of cleanliness existing before work began. Repeat the inspection after re-cleaning.

3. In performing dust-creating work, provide dust enclosures and foot mats to minimize the spread of dust and foot marks.

4. This final clean-up is in addition to the required daily removal of rubbish.

C. Wet Wiping and HEPA Vacuuming

The Contractor shall provide wet wiping, and HEPA vacuuming of all interior surfaces (including furniture) in all areas affected by the Work, immediately prior to the releasing of the areas for college use.

DISPOSAL OF PAINTED WASTE AND DEBRIS

A. Water

1. The Contractor shall not dispose of water used to wash abated surfaces, wash the work area or water used to assist in the removal of paint in the City sewer system without first obtaining a permit for such disposal from the New York City Department of Environmental Protection (DEP). Until such a permit is obtained or the waste water is characterized and disposed at a licensed waste disposal facility (in accordance with paragraphs B and C below), all water shall be containerized as described in Subparagraph C.1 below.

2. The Contractor shall ensure that water is separated from solid waste (i.e., paint residue, chemical stripper) and the method used for separation is clearly described in the DEP application.

3. The Contractor shall test the water for the parameters listed below. In addition, the Contractor may be asked by the DEP to test for other parameters not listed.

a. Total Petro-Hydrocarbons

b. pH

c. RCRA Seven Metals

d. Cyanide

e. Flashpoint

f. Total Solids

4. The cost of water testing and analyses, permit application process and off-site disposal is the responsibility of the Contractor.

B. Testing and Hazardous Waste Determination

1. Perform Toxicity Characteristic Leaching Procedure (TCLP) testing of all painted waste and debris streams generated. If there are both lead-based paint areas and non-lead-based paint areas in the scope of work, the waste from lead-based paint areas must be segregated and separately sampled and analyzed. Non-lead-based paint waste stream analysis is required because the TCLP test and thresholds are different from lead-paint test and thresholds. The FIT may waive this requirement, but only if it has prior in-place waste or other data that has already determined whether the waste is hazardous.

a. Collect at least one representative composite sample of each waste stream containing LBP painted surfaces and one representative composite sample of each waste containing non-LBP painted surfaces. An example representative sampling and analysis procedure would be to collect at least ten (10) grab samples per waste type with all layers of waste material (plaster/sheetrock, paint, etc.).

b. Ship samples under Chain of Custody to an NYSDOH ELAP-certified lab with instructions to composite grab samples into one composite sample per waste type and test Toxicity Characteristic Leaching Procedure (TCLP) extraction for lead.

c. All laboratory analysis shall be conducted in an expeditious manner, with results not to exceed 72 hours turnaround.

2. TCLP testing of water is not necessary provided the Contractor has obtained a permit from the DEP for the disposal of water into the City sewer system. If a permit has not been obtained, all water shall be

analyzed for lead and managed according to the procedures described in Section C below.

3. Submit to the FIT the analysis results and waste profile approved by the disposal site indicating the determination of whether the waste is hazardous.

C. Storage and Disposal

1. Package and label waste

a. All waste (and water if no DEP permit has been obtained for sewer disposal) shall be kept in covered or sealed containers, secured, labeled and stored in a designated secured storage space on site until test results categorize all waste to be hazardous or non hazardous.

b. Waste shall be stored in a manner that will not allow entry of any hazardous material into the environment (e.g., DOT approved containers). Container lids or bin covers shall be firmly secured, except during filling. The containers shall be marked with the contents, tare weights (for rolloffs), the origin and date of collection of the material and weather resistant indelible ink labels warning of the potential hazards associated with the material. The containers shall be keyed to the samples taken. Hazardous waste shall also be labeled "Hazardous Waste" in accordance with the applicable provisions of 40 CFR 262.32 and 49 CFR 172.304.

c. All waste, after being evaluated in accordance with the Toxicity Characteristic Leaching Procedure (TCLP) test, shall be disposed of in accordance with all applicable local, Federal, State and county Regulations.

d. Submit to the FIT for approval information regarding the Hazardous Waste transporter and disposal site permits demonstrating that they are permitted to transport and dispose the waste.

2. Storage of waste on site

a. Hazardous waste must remain on-site until accepted by a licensed hazardous waste transporter for shipment to a licensed disposal facility.

b. The site shall be in a suitable location, acceptable to the FIT, on well-drained ground not subject to flooding (40 CFR Part 264.18)

or run-off. The area shall be enclosed by a fence or a designated locked area, adequately protected from vandalism or unauthorized access (40 CFR Part 264.14), and prominent warning signs shall be displayed around the perimeter. If the site is also used for equipment and supplies, the waste containers shall be segregated within the site (e.g., placing in an assigned area surrounded with a temporary "fence" of ribbons or thin rope). All drums shall be placed on pallets or dunnage to prevent corrosive attack from moist soil. The containers shall be arranged so that the labels are visible at all times. A warning sign shall be posted where hazardous waste is being stored reading:

"HAZARDOUS WASTE STORAGE AREA
NO SMOKING OR EATING"

Note: At the completion of each work shift, if all hazardous or suspected-hazardous waste generated cannot be stored in a suitable secured area that will prevent unauthorized access to the public (e.g., container with rigid construction materials and a lockable access door), the Contractor shall arrange for the transportation and disposal of the material each day of the project.

3. Transportation requirements

   a. Each waste transporter shall possess a valid Waste Hauler's permit. If the waste is to be transported and disposed of out of New York State, permits from states through which waste will be transported and where it will be disposed may be required. The Contractor shall provide all required permits for review and approval of the FIT.

4. Disposal requirements

   a. Each waste disposal facility shall possess all permits and/or licenses required under, New York City DEP, as well as any other federal, state or local permits or licenses required for removal, packaging, transportation and disposal of hazardous waste. The Contractor shall provide a copy of required permits for review and approval of the FIT.

   b. All hazardous waste removed hereunder shall be lawfully treated and disposed by the Contractor at an EPA permitted Treatment, Storage and Disposal Facility (TSD).

   c. The Contractor shall not ship wastes until TSD facilities and transporters used are approved by the FIT. The FIT reserves the

right to inspect the Contractor's transporters, equipment, equipment storage facility and TSD facility at any time.

d. All wastes, containers, and other items removed hereunder shall be lawfully treated and disposed of by Contractor within thirty (30) days after removal from the site.

e. Contractor shall submit evidence to the FIT that those signing manifests have received DOT Hazardous Materials Shipping Training (initial and refresher every 3 years per 49 CFR USDOT regulations).

f. The Contractor shall immediately forward the "Retained by Generator" copy of all hazardous waste manifests and associated documents (e.g., Land Disposal Restriction notification) to the FIT within 24-hours of the signing of the shipping papers via means when directed by the FIT. Completed shipping documents shall contain the information required under 40 CFR Part 262 Subpart B (hereinafter the "Manifest Form") and 6 NYCRR Part 372.

g. The Contractor shall immediately notify the FIT in writing of any problems that would require the return of waste to the FIT or of any violation of any environmental law or regulation which would result in any enforcement action related to the waste and, when needed, shall identify an alternative TSD and obtain written approval from the FIT for disposal at such TSD.

h. The Contractor shall provide completed shipping documents, either "Non-Hazardous Waste Manifest" or "Bills of Lading", for all non-hazardous waste removed from the FIT's property. Shipping documents shall accompany each waste shipment and include information on the quantity and type of waste, the destination and disposal firm accepting the waste, the waste transporter name, and the date shipped.

REMOVAL AND DISPOSAL OF MOLD CONTAMINATED NON-ACM MATERIAL

A. Non-ACM material previously found and listed to contain mold and scheduled for removal or material that is discovered during the progress of the work to contain mold is to be remediated and disposed of utilizing the following protocols:

1. Effective January 1, 2016, applicable regulations and related support environments include licensing requirements for microbial assessment,

remediation and abatement consultants/contractors as per the New York State (NYS) Department of Labor Law, Article 32.

2. Technical content in support of these requirements is derived largely by source guidance which can be found in current industry-recognized Standards of Care including the New York City Department of Health & Mental Hygiene (NYCDOHMH) document "Guidelines on Assessment and Remediation of Fungi in Indoor Environments" and the United States Environmental Protection Agency (USEPA) document "Mold Remediation in Colleges and Commercial Buildings", with supplemental professional guidance from the Institute of Inspection, Cleaning and Restoration (IICRC) document American National Standards Institute (ANSI)/IICRC S500 2006 document, "Standard and Reference Guide for Professional Water Damage Restoration" and the IICRC S520-2008 document, "Standard and Reference Guide for Professional.

B. Removal of ACM material containing mold is part of the asbestos abatement process.

LIST OF SUBMITTALS

SUBMITTAL	DATE SUBMITTED	DATE APPROVED
Pre-project Submittals:	_____	_____
1. Waste management Plan		
2. Certificate of Insurance		
3. Health and Safety Plan		
4. Emergency Action Plan		
5. Fall Protection Plan		
6. Manufacture's literature		
7. Daily log sample for hazardous waste (if any)		
8. PCB Management Plan		
9. Occupant Protection Plan		
During Work Submittals:	_____	_____
1. Schedule of Work Changes		
Post Project Submittals:	_____	_____
1. Log book		
2. Air monitoring records		
3. Completed waste shipment Records (if required)		
4. EPA "Contractor Notification Statement"		
5. Digital photographs		

Acknowledgement: Partially adopted from NYCSCA.

EXHIBIT A: SAFETY EHS PLAN

EXHIBIT A. SAFTEY EHS PLAN

FASHION INSTITUTE OF TECHNOLOGY

OUTLINE FOR PREPARING WORK-SPECIFIC ENVIROMENT, HEALTH AND SAFETY (EHS) PLAN

Before commencing work on site at FIT, Contractor shall prepare a work-specific EHS Plan and submit the EHS Plan to both the Facilities Management and EHS Departments for review and approval. Such approval shall be given in a timely manner.

I) A work-specific EHS Plan is required in the following instances:

A) When proposed work will:

1) use regulated hazardous chemicals;

2) have the potential to generate fumes, vapors or dusts;

3) involve cutting torches or other spark-generating equipment ("hot" work);

4) generate any waste;

5) involve high-energy systems or

6) require any type of air monitoring.

B) When work involves the removal of less than 25 liner feet, or 10 square feet, of asbestos-containing material (that is greater than 1% asbestos). For work involving more than these amounts of asbestos, Contractor must consult with the EHS Department for additional guidelines.

C) When work involves the use of tools and equipment in areas where FIT employees or students are present.

D) When work involves construction, other than minor repairs or alterations to on-campus facilities.

E) When work involves dangerous environments, such as confined spaces, hazardous energy, use scaffolds greater than 10 feet high, or vehicle-mounted articulated booms.

II) Use the outline below to develop the work-specific EHS Plan. Contractor shall amend the work-specific EHS Plan as needed to accommodate work on-campus as it proceeds.

DESCRIPTION OF CONTENTS OF WORK-SPECIFIC EHS PLAN

III) GENERAL INFORMATION – PROJECT PLANNING

A) List primary information about Contractor's firm and that of sub-

contractors, if any, Project Name, FIT Bid Number and Contractor's safety-related performance measurements on Table 1.

B) Describe the scope of work and list a breakdown of its specific tasks.

C) Provide a project schedule that, at a minimum, shows the anticipated start date of the work, the duration of each phase of the work, the anticipated date of completion of each phase, and the project completion date.

D) List name of Contractor's on-site EHS Coordinator and the names of all OSHA- competent persons needed to carry out the scope of work on Table 2. The EHS Coordinator shall serve as the primary contact with FIT's Director of EHS Compliance during all work.

IV) WORK-SPECIFIC HAZARD ANALYSIS/RISK ASSESSMENT

A) Describe each task associated with the work of the project.

B) List the potential hazards, if any, associated with each task.

C) Provide copies of Contractor's EH&S program applicable to scope of work.

D) List the types of protective work practices or personal protective equipment (PPE) Contractor will employ to carry-out each task.

E) Describe the types of exposure assessments that are needed to address potential hazardous exposures related to the work of the project. These include:

1) Work practices and engineering controls Contractor will use to prevent exposure of Contractor's employees to hazardous chemicals or hazardous energy;

2) Work practices and engineering controls Contractor will use to prevent exposure of FIT students and staff to any detectable chemical exposure;

3) Contractor's use of respiratory protection and other protective equipment (PPE) and

4) Qualitative or quantitative monitoring protocols, personal and area monitoring equipment, and contaminant action levels.

F) Attach copies of certified documentation of "Hazard Assessment and Equipment Selection" required by 29 CFR 1910.132 (d)(2) that complies with 1910 Subpart I Appendix B for all tasks in the work-specific EHS Plan.

G) Attach a copy of Contractor's written Hazard Communication Program that OSHA requires for the work-specific EHS Plan.

V) WORK-SPECIFIC ENVIRONMENTAL, HEALTH AND SAFETY ELEMENTS

A) To address health and safety issues, the work-specific EHS Plan shall:

1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;

2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;

3) List equipment Contractor will use for routine and emergency on-site communication;

4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;

5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;

6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;

7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks. (See Appendix 1 - "Daily Safety Management Work Permit");

8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;

9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;

10) Describe fire protection and explosive hazard review;

11) List the name and address of Contractor's on-contract Confined Space rescue team;

12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;

13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out

requirements to make to work area safe and

14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.

B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:

1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of analysis required, the USEPA SW-846 method number and the method detection limits;

2) Provide facility name, USEPA ID number, and a contact name for each facility that will transport and dispose of each of the waste streams identified above. Provide this information for any facility that will dispose of residuals from the treatment of project waste, as applicable;

3) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to accumulate waste during work, to set-up exclusion zones and to provide employee decontamination areas;

4) Provide a statement that describes the methods that Contractor will use to minimize the amount of waste generated from the work of the project;

5) Provide a tabular listing, along with copies of Safety Data Sheets (SDS), for any chemical products that Contractor intends to store or use on-site during the work. The listing shall include the product name, manufacturer's name, type, amounts, intended storage location on FIT site, the specific use of the chemical and identification of any NYCDEP/USEPA regulated hazardous substances that Contractor intends to store or use on-site during the work. In all cases, Contractor must submit the listing before chemical products are delivered to the FIT campus;

6) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to store chemical products on-site during work;

7) Identify the need, if any, to amend existing FIT emergency contingency planning documents. Such documents include, but are not limited to: Spill Prevention Control and Countermeasure Plan, Spill Prevention Report, Right-to-Know Survey and

8) List permits and Certificates of Fitness (NYCDEP, NYSDEC, USEPA, FDNY) needed to carry-out the scope of work and have copies on-site of permits and Certificates to carry-out project work.

VI) ON-SITE DOCUMENTATION

A) Contractor shall record initial and daily safety-related procedures on Table 3. These shall include:

1) Before start of the work, FIT's Project Manager will conduct a FIT Hazard Communication briefing for Contractor's employees;

2) Before start of the work, FIT's Project Manager and Contractor's on-site EHS Coordinator shall conduct a briefing for FIT employees in areas adjacent to work areas about proposed work;

3) Review of FIT Emergency Evacuation Procedures;

4) Listing of initial and ongoing project status meetings on-site with FIT Project Manager to address EHS concerns safety and health and

5) Scheduled and unscheduled employee safety briefings, toolbox talks.

B) Contractor shall provide a summary of the on-site EHS Coordinator's EHS-related training and experience relevant to the work of the project.

C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.

D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

VII) EMERGENCY RESPONSE PLANNING

Contractor shall review the summary of the Emergency Response Contact Names listed on Table 4 and provide the information as follows:

A) On a site map that will be provided by FIT, identify the primary and secondary routes for the evacuation of Contractor's employees, including the "rally point" where Contractor's employees will assemble and carry-out an accountability check in case of an evacuation;

B) List emergency response contacts with titles and telephone numbers. Contractor shall immediately call FIT Security and the FIT Project Manager in the event of a spill of oil, chemicals, waste water, or hazardous materials;

C) Identify the name, address and route to nearest hospital or Contractor's wellness center and

D) Provide a listing of emergency equipment for first aid, personal protection, spill response, fire protection and rescue.

TABLE 1

Project Name: _____ Bid Number: _____

CONTACTOR ORGANIZATION CHART AND SAFETY DATA

COMPANY	:	Name: Address: Phone:
President	:	Name: Phone:
Vice President – Operations		Name: Phone:
Director of Environmental, Health, and Safety	:	Name: Phone:
Contractor EHS Program Development	:	Name: Phone:
OSHA Total Case Recordable Rate (TCRR)	:	
Days Away from work, or Restricted work or job Transfer (DART)	:	
Experience Modification Rate (EMR)	:	

Listing of On-site Subcontractors for project work, as applicable -

COMPANY NAME	ADDRESS	PHONE NUMBER	TASKS

TABLE 2

ON-SITE SUPERVISORY PERSONNEL

TITLE	:	**NAME(S) AND ON-SITE PHONE NUMBER**
On-site EHS Coordinator	:	
Contractor Project Managers	:	
FIT's Project Manager(s)	:	
Contractor's Competent Persons		List all that Apply – Indicate not applicable areas for department /project work as "NA" For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name
• Confined Spaces	:	
• Excavations	:	
• Industrial Hygiene	:	
• Electrical--Lock Out/Tag Out	:	
• PPE, Respiratory Protection	:	
• Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor)	:	
• Fall Protection	:	
• Scaffolds	:	
• Cranes & Derricks	:	
• Blasting & Use of Explosives	:	

TABLE 2 (Cont'd)

ON-SITE SUPERVISORY PERSONNEL	Page 2 of 2
• Asbestos (Attach copies of Company license, supervisor and handler certificates for all employee that will perform work)	:
• Lead	
• Silica	
• Hot Work (Complete and submit permits daily - see Appendix 1)	
• FDNY Certificate of Fitness-Torch Operations	
• FDNY Certificate of Fitness-Fire Guard	
• FDNY Certificate of Fitness-Fire proofing	
• FDNY Certificate of Fitness-Powder Activated Tools	
• FDNY Certificate of Fitness-Air Compressors_____	
• FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles	
• FDNY REFRIGERATING SYSTEM OPERATING ENGINEER	
• FDNY Certificate of Fitness-Other_____	
• FDNY Certificate of Fitness-Other_____	
•	
•	

TABLE 3

LISTING OF REQUIRED EMPLOYEE/SUPERVISORY BRIEFINGS

Page 1 of 1

DATE	TOPIC	Comments	TYPE (Monthly Supervisor/Bi-weekly Employee/Supervisor	Comments
	FIT Haz Com Briefing	At start of Work		
	Briefing for FIT Employees in work area(s)	FIT briefing for all FIT Department Supervisors in areas where work may potentially affect FIT employees or students at start of work. Record name of FIT employee(s) briefed	Complete Daily Safety Management Work Permit (See Appendix 1)	
	Review of FIT Emergency Evacuation Procedures	At start of Work		

TABLE 4

EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS

TITLE	CONTACT NAME	EMERGENCY PHONE NUMBERS
Contractor: MAIN OFFICE		
Contractor President:		
On-site EHS Coordinator		
FIT Facilities Management	**Executive Director:** Allen King	Phone: 212-217-4424
FIT Environmental, Health and Safety Department	**Director:** Paul DeBiase paul_debiase@fitnyc.edu **Coordinator:** TBD	Phone: 212-217-3752 Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor's wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

Note: Call FIT Central Control at 212-217-7777 in case or any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.

EXHIBIT B: PREVAILING WAGE SCHEDULE

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog

Candida Poinsette, Assoc Director Procurement Svc
227 W 27th Street
New York NY 10001

Schedule Year	2026 through 2027
Date Requested	09/14/2026
PRC#	2026026693

Location	Kaufman Hall
Project ID#	C1747R
Project Type	Provide labor, materials, tests, tools and equipment to complete the Façade Repairs Kaufman Hall - 406 West 31st Street Project

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog

Candida Poinsette, Assoc Director Procurement Svc
227 W 27th Street
New York NY 10001

Schedule Year 2026 through 2027
Date Requested 09/14/2026
PRC# 2026026693

Location	Kaufman Hall
Project ID#	C1747R
Project Type	Provide labor, materials, tests, tools and equipment to complete the Façade Repairs Kaufman Hall - 406 West 31st Street Project

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518

Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. The specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4

Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

New York County General Construction

Asbestos Worker — 09/01/2026

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026	01/01/2027
		Additional
Asbestos Worker	$ 48.50	2.66**
Removal & Abatement ONLY*		

NOTE: * For Mechanical Systems that are NOT to be SCRAPPED.

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos Worker	$ 18.02
Removal & Abatement Only	

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyworker's wages per hour.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFITS Per Hour:

All Terms:	$ 18.02

4-12a - Removal Only

Boilermaker — 09/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027
Boilermaker	$ 70.38	$ 71.88
Repairs & Renovations	70.38	71.88

Repairs & Renovation: Includes Repairing, Renovating, and Replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker	33.5% of Hourly
Repair & Renovations	Wage Paid
	+ $26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
$20.36	$21.28	$22.22	$23.12	$24.07	$25.00	$25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 09/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES
Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech Install/Repair*	$ 55.59	$ 57.26

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmussion lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see OPERATING ENGINEER rates.
*NOTE: Does not include groundmen/flagger/flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.54

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
*Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter — 09/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Piledriver	$ 62.59
	+ 10.16*
Dockbuilder	$ 62.59
	+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 47.48

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$ 28.98	$ 34.58	$ 42.96	$ 51.35
+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: $ 34.03

8-1556 Db

Carpenter **09/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Carpet/Resilient	
Floor Coverer	$ 60.05
	+ 8.39*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:

$ 42.24

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$ 26.54	$ 29.60	$ 34.05	$ 42.40
+ 2.00*	+ 2.54*	+ 3.00*	+ 3.94*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 16.91	$ 18.13	$ 21.67	$ 22.98

8-2287

Carpenter **09/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2026

Marine Construction:

Marine Diver $ 77.46
+ 10.16*

Marine Tender $ 57.00
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker $ 47.48

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year $ 28.98
+ 5.66*
2nd year 34.58
+ 5.66*
3rd year 42.96
+ 5.66*
4th year 51.35
+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits
Per Hour:

All terms $ 34.03

8-1456MC

Carpenter **09/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Building
Millwright $ 62.03
+ 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Millwright $ 46.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Overtime: See (5,6,8,11,13,15,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 33.04	$ 38.89	$ 44.74	$ 56.44
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 31.81	$ 34.34	$ 37.52	$ 41.94

8-740.1

Carpenter **09/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:
07/01/2026

Timberman $ 57.59
+ 10.42*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 46.79

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$ 26.96	$ 32.07	$ 39.72	$ 47.38
+ 5.71*	+ 5.71*	+ 5.71*	+ 5.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
All terms $ 33.78

8-1556 Tm

Carpenter 09/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2026	10/18/2026
Core Drilling:		
Driller	$ 48.78 + 3.85*	Additional + $2.63
Driller Helper	$ 38.15 + 3.85*	

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: Additional $3.00 per hour to be paid when required to work on water

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Driller and Helper $ 32.37

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 13, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter 09/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: The portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour:	07/01/2026
Show Exhibit	$ 57.75 + 10.00**
Bldg. Carpenter*	$ 60.05 + 8.39**

* Not applicable in Putnam County
**This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour worked:

Show Exhibit	$ 46.94
Bldg. Carpenter	42.24

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5,6,11,13,16,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
$ 23.10	$ 28.88	$ 37.54	$ 46.20
+ 5.00*	+ 5.00*	+ 5.00*	+ 5.00*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 32.50

Wages per hour: Bldg. Carpenter
(1) year terms:

1st	2nd	3rd	4th
$ 25.20	$ 28.20	$ 32.45	$ 40.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 17.86	$ 18.91	$ 22.01	$ 23.01

8-EXHIB

Carpenter - Heavy&Highway **09/01/2026**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES
Per hour:

	07/01/2026
Heavy & Highway	
Carpenter	$ 62.59
	+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway	
Carpenter	$ 47.48

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE

For 1st & 2nd year Apprentices
Paid: See (5,6,11,13,25)

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$ 28.98 + 5.66*	$ 34.58 + 5.66*	$ 42.96 + 5.66*	$ 51.35 + 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits:
Per Hour:

All terms
$ 34.03

8-NYC H/H

Electrician — 09/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2026

Tree Trimmer	$ 35.24
Ground Person	20.69

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
Per hour:

Tree Trimmer	$ 13.20
Ground Person	7.75

OVERTIME PAY
See (B, *H, Q) on OVERTIME PAGE
*Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY
Paid: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE
(An additional floating holiday after four years service)

9-3T

Electrician — 09/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2026	04/14/2027
Electrician	$ 34.50	$ 34.50
Telephone	34.50	34.50

Maintenance and Jobbing-Electrical and teledata work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
Journeyworker:

	$ 30.55	$ 31.22
	32.73*	33.40*

* Applies to overtime hours

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician — 09/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour:	07/01/2026	03/12/2027
Service Technician	$ 39.45	$ 40.45

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	$ 23.33	$ 24.11

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician — 09/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2026	04/14/2027
Electrician, Audio/Sound and Temporary Light/ Power	$ 64.00	$ 64.00
Solar-Photovoltaic Systems		
Group 1 All tasks not listed in Group 2	64.00	64.00
Group 2	34.50	34.50

D.C portion and associated mechanical equipment related to solar systems,
(excluding battery storage and its associated equipment) including work related to
Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PV modules.
Mounting of DC optimizers to back of modules if the installation calls for this equipment.
Mounting of microinverters to back of modules and install trunk cabling on racking if called for.

Module to module connection of PV modules to adjacent modules. If racking manufacturer provides integrated inter-row cable management, install string jumper to complete the string in full in same sub-array.
If racking manufacturer does not provide integrated inter-row cable management, run conduit between rows, bond it and run string jumper to complete string in full in same sub-array.
Installation of weather stations and other weather station relevant sensors as specified.
Installation of data acquisition system (DAS) for PV system monitoring.

SHIFT WORK
Evening (Swing Shift):

Electrician Audio/Sound and Temporary Light/ Power	$ 75.10	$ 75.10

Night (Graveyard Shift):

Electrician Audio/Sound and Temporary Light	$ 84.12	$ 84.12

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	$ 74.25 78.30*	$ 76.71 80.76*
Swing Shift:	$ 83.59 88.33*	$ 86.32 91.06*
Graveyard Shift:	$ 91.49 96.81*	$ 94.47 99.78*
Temporary Light/Power:	$ 32.38 35.78*	$ 33.88 37.28*
Group 1:	$ 74.25 78.30*	$ 76.71 80.76*
Group 2:	$ 30.55 32.73*	$ 31.22 33.40*

* Applies when premium (OT) wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of $184,500 for the same employer.

OVERTIME PAY
See (A, H) on OVERTIME PAGE
See (B) for Temporary Light and Power

HOLIDAY
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:

	07/01/2026	04/14/2027
First Year:	$19.25	$19.25
Second Year:	21.25	21.25
Third Year:	23.25	23.25
Fourth Year:	26.25	26.25

Supplemental Benefits per hour:

	Regular	Overtime	Regular	Overtime
First year:	$ 19.84	$ 21.11	$ 20.93	$ 22.21
Second year:	20.89	22.30	21.99	23.40
Third year:	21.93	23.48	23.05	24.59

Fourth year:	23.51	25.25	24.64	26.38

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls — 09/01/2026

JOB DESCRIPTION Electrician - Highway and Street Lighting, Traffic Signals and Controls **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026	04/21/2027
Electro Pole Electrician	$ 64.00	$ 64.00
Electro Pole Foundation Installer	$ 49.66	$ 49.66
Electro Pole Maintainer	$ 43.61	$ 43.61

SUPPLEMENTAL BENEFITS
Per Hour:

Electro Pole Electrician	$ 76.43 80.09*	$ 78.89 82.55*
Electro Pole Foundation Installer	$ 56.99 60.13*	$ 58.99 62.12*
Electro Pole Maintainer	$ 51.66 54.42*	$ 53.60 56.53*

*Applies when premium wages are paid.

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in $184,500 for the same employer.

OVERTIME PAY
See (A, B, E4, F, K) on OVERTIME PAGE
B - Applies to Electro Pole Foundation Installer
E4 - Applies to Electro Pole Maintainer

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3J

Elevator Constructor — 09/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2026	03/17/2027
Elevator Constructor	$ 86.43	$ 89.76
Modernization & Service/Repair	$ 68.06	$ 70.72

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 48.96	$ 50.27

Modernization & Service/Repairs	$ 47.73	$ 49.00

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, E5, P) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.
Terms 4 thru 9 Based on the Journeyworker's wage of classification they are working in.

SUPPLEMENTAL BENEFITS:

	07/01/2026	03/17/2027
Elevator Constructor		
1st Term	$0.00	$ 0.00
2nd & 3rd Term	37.66	38.42
4th & 5th Term	38.80	39.62
6th & 7th Term	40.60	41.50
8th & 9th Term	42.39	43.39
Modernization & Service/Repair		
1st Term	$0.00	$ 0.00
2nd & 3rd Term	37.63	38.39
4th & 5th Term	38.37	39.17
6th & 7th Term	40.09	40.98
8th & 9th Term	41.81	42.79

Glazier — 09/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour:

	07/01/2026	11/01/2026
Glazier	$ 66.22	$ 67.20
Scaffolding, including swing scaffold	71.22	72.20
*Mechanical Equipment	67.23	68.20
**Repair & Maintenance	32.82	33.47

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.
**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $202,000.

SUPPLEMENTAL BENEFITS
Per hour:

Glazier, Scaffolding and Mechanical Equipment	$ 44.81	$ 45.74
Repair & Maintenance	$ 26.01	$26.37

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	07/01/2026	11/01/2026
1st term	$ 23.68	$ 24.06
2nd term	32.23	32.74
3rd term	42.89	43.55
4th term	52.47	53.23

Supplemental Benefits:
(Per hour)

1st term	$ 20.18	$ 20.56
2nd term	28.85	29.39
3rd term	34.77	35.45
4th term	38.18	38.95

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 09/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026	06/01/2027
Insulators Heat & Frost	$ 73.26	Additional 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 38.51

OVERTIME PAY
See (A, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following Wages Per Hour:

1st	2nd	3rd	4th
$ 32.97	$ 40.29	$ 47.62	$ 54.95

Supplemental Benefits:

1st	2nd	3rd	4th
$17.33	$21.18	$25.03	$28.88

4-12

Ironworker — 09/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027 Additional
Stone Derrickmen Rigger	$ 78.46	$ 1.84
Stone Handset Derrickman	$ 76.51	$ 1.64

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger	$ 49.02
Stone Handset Derrickman	$ 48.01

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2026	$ 38.98	$ 55.17	$ 61.37	$ 67.56

Supplemental Benefits:
Per hour:

07/01/2026	$ 24.77	$ 37.34	$ 37.34	$ 37.34

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2026	$ 37.51	$ 53.51	$ 59.51	$ 65.51

Supplemental Benefits:
Per hour:

07/01/2026	$ 24.75	$ 36.90	$ 36.90	$ 36.90

9-197D/R

Ironworker **09/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027 Additional
Ornamental	$ 48.65	$ 1.05*
Chain Link Fence	48.65	
Guide Rail	48.65	

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker: $ 68.84

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following wages per hour:

1st	2nd	3rd	4th
$ 25.98	$ 28.45	$ 30.80	$ 34.39

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 17.29	$ 18.29	$ 19.29	$ 21.29

4-580-Or

Ironworker — 09/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2026	01/01/2027
Ironworker: Structural, Bridges, Machinery	$ 59.45	Additional 1.38*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman $ 95.26

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
6 month terms at the following wages per hour:

	1st	2nd	3rd-6th
07/01/2026	$ 30.87	$ 31.47	$ 32.08

Supplemental Benefits

PER HOUR PAID: $ 69.08

4-40/361-Str

Ironworker — 09/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2026
Reinforcing & Metal Lathing:	$ 58.85

SUPPLEMENTAL BENEFITS
Per hour:

Reinforcing & Metal Lathing	$ 46.42

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
Wages Per Hour:

At Time & One Half	$ 87.35
At Double Time	115.85

Supplemental Benefit Premiums for Overtime Hours worked:

At Time & One Half	$ 52.77
At Double Time	59.27

*Only $24.00 per hour for non worked hours

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 11, 13, 20, 21, 22, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Wages Per Hour:

	1st	2nd	3rd	4th
Straight time	$ 22.55	$ 25.00	$ 28.00	$ 30.00
At Time & One Half	33.05	36.60	41.10	44.10
At Double Time	46.65	51.80	57.80	61.80

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th
$ 18.17	$ 18.22	$ 17.22	$ 17.22

4-46Reinf

Laborer — 09/01/2026

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

Striper (Highway/streets):	07/01/2026	07/01/2027 Additional
Striping-Machine Operator (Thermoplastic & Epoxy)	$ 43.00	+ $ 4.00
Striping - Lineperson (Crew Chief)	$ 47.00	
Flagger - Traffic Safety*	$ 41.00	

*Note- Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 25.77

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 11, 13) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1st Term (1-1999 hours)	$ 32.86
2nd Term (2000-4000 hours)	$ 34.50

Supplemental Benefits per hour:

All Terms	$ 25.77

9-1010-LS

Laborer **09/01/2026**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026	07/01/2027 Additional
Laborer/Excavation		
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	$ 46.60	$ 3.04
Basic	46.60	
Flagman	46.60	
Pipelayer	46.60	
*Tree Work, *Landscape	46.60	

*Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker:	$ 57.77

Note: No payment of Supplemental Benefits is required on paid holidays, when employees do not work.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following hourly wage rate.

		07/01/2026
1st	0 - 1000	$ 23.30
2nd	1001-2000	27.96
3rd	2001-3000	34.95
4th	3001-4000	41.60

Supplemental Benefits per hour:

All Apprentices	$ 57.77

9-731Ex

Laborer **09/01/2026**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

GROUP 17: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour)	07/01/2026
Laborer (Tunnel)-FREE AIR:	
Group 14	$ 71.69
Group 16	68.58
Group 17	63.40
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

An additional $ 4.50 per hour for precast concrete segments.
An additional $ 6.50 per hour for liner plate & soil solidification.

Note: Employer shall pay $10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS
Per hour:

GROUP 14	$ 63.84
GROUP 16	61.18
GROUP 17	56.62
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway& Vehicular Tunnels	80% of rates above

OVERTIME PAY
OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling
* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer - Building **09/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2026	01/01/2027 Additional
Basic Laborer and Mason Tender	$ 46.05*	$ 1.25

*Before calculating premium wage deduct $ 3.50

SUPPLEMENTAL BENEFITS
Per hour:

Basic Laborer and Mason Tender	$ 31.14

OVERTIME PAY
See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2026	$ 22.87*	$ 24.62*	$ 26.12*	$ 28.62*

*Before calculating premium wage deduct $0.60

Supplemental Benefits per hour:

All Terms	$ 11.12

9-MTDC(79)

Laborer - Building **09/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026	01/01/2027 Additional
Skilled Interior Demolition Laborer:	$ 41.10*	+ $1.00**
General Interior Demolition Laborer:	$ 30.29*	

(General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal).

* Before calculating overtime wages deduct $1.70.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Skilled Interior
Demolition Laborer: $ 25.19
General Interior
Demolition Laborer: $ 19.51

OVERTIME PAY
See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
$ 22.85*	$ 24.60*	$ 26.10*	$ 28.60*

* Before calculating overtime wages deduct $0.60

Supplemental Benefits Per Hour:

All Terms: $ 10.67

9-MTDC (79-ID)

Laborer - Building — 09/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2026

Laborer:
Laborer-Concrete
(including flag person) $ 42.53
+ 8.25*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS
Per Hour

$ 22.20
+ 10.00**

** This portion subjected to overtime premiums only on codes (E,Q)

OVERTIME PAY
OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
See (B,E,Q,) for work below street level to top of foundation.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
$ 18.87 + 2.49*	$ 20.49 + 7.32*	$ 26.46 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:
Per hour:

$ 14.70	$ 18.70	$ 18.70

+ 3.18*	+ 4.14*	+ 5.10*

Journeyworker rate applies after 4000 hours
*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building — 09/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2026	01/01/2027
Building:		Additional
Plasterer Tender and Spray Fireproofing Tender	$ 46.05*	$ 1.25

* Before calculating overtime wages deduct $ 3.50

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 31.14

OVERTIME PAY
See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
07/01/2026	$22.87*	$24.62*	$26.12*	$28.62*

* Before calculating overtime wages deduct $0.60

Supplemental Benefits per hour:

All Terms: $ 11.12

9-30 (79)

Laborer - Building — 09/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2026	01/01/2026 Additional
Asbestos, Lead and Hazardous Material Abatement Laborer	$ 42.90	$ 2.66*

NOTE: For Asbestos removal from Mechanical Systems that are NOT to be scrapped see ASBESTOS WORKER Classification
For Re-Roofing Asbestos Removal See ROOFER Classification

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:	
Asbestos, Lead and Hazardous Material Abatement	$ 23.37

Laborer

OVERTIME PAY
See (B, B2, I) on OVERTIME PAGE
Wages Per Hour:

Asbestos, Lead and Hazardous Material Abatement Laborer	$ 62.90

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2026	$22.86	$23.91	$26.98	$29.14

OVERTIME PAY:

	1st	2nd	3rd	4th
07/01/2026	$33.26	$34.83	$39.44	$42.68

SUPPLEMENTAL BENEFIT
Per Hour:

All Terms	$ 16.94

4-NYDC(78)

Laborer - Building — 09/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2026	01/01/2027 Additional
Skilled Demolition Laborer:	$ 43.75*	$ 1.00
General Demolition Laborer:	32.33**	0.62

(General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal).

*Before calculating overtime wages deduct:
$ 3.15

**Before calculating overtime wages deduct:
$ 2.50

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

Skilled Demolition Laborer:	$ 29.65
General Demolition Laborer:	22.71

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage.

	1st	2nd	3rd	4th
07/01/2026	$ 22.87*	$ 24.62*	$ 26.12*	$ 28.62*

*Before calculating overtime wages deduct $0.60.

Supplemental Benefits per hour:

All Terms:

$ 11.62

9-79/95

Laborer - Concrete & Asphalt Paving 09/01/2026

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Power Tool Operator, Play Equipment Installer, Temporary Fence Installer & Repairs, Laborer.

Group 2: Production Paving Work: Shoveler, small equipment operator.

Per hour:	07/01/2026
Concrete Formsetter	$ 50.85 + $ 9.60*
Asphalt Screeperson/Micro Paver	51.45 + $ 9.60*
Asphalt Raker	50.85 + $ 9.60*
Group 1	46.98 + $ 9.60*
Group 2	46.98 + $ 9.60*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker: $ 47.35

Note: No payment of supplemental benefits is required on paid holidays, when employees do not work.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
Note: Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday
Note: Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY
Paid: See (5, *11, 20) on HOLIDAY PAGE
HOLIDAY:
Overtime: See (21,22)** on HOLIDAY PAGE.

Note: See (5,20) Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked during that calendar week.

* Columbus Day shall be an unpaid holiday. In the event work is performed on Columbus Day, wages shall be paid on a double time basis.

**New Year's Day and Christmas Day: If an employee is performing work on these (2) days the employee will receive the single rate plus 25%.

Note-When Independence day falls on Saturday, it will be observed on that Saturday, however, when it occurs on a Sunday, it will be observed on the Monday.

REGISTERED APPRENTICES
Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
$ 32.86 + $ 9.60*	$ 34.50 + $ 9.60*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:
2000 hours term:

1st term	2nd term
1-1999	2000-4000
$ 19.27	$ 19.27

9-1010H/H

Laborer - Trac Drill — 09/01/2026

JOB DESCRIPTION Laborer - Trac Drill **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Group 1:Chipper/Jackhammer, Powder Carrier, Hydraulic Chuck tender, Chuck Tender and Nipper, Magazine Keeper

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour:	07/01/2026	07/01/2027 Additional
Group 1	$ 46.60	$ 3.04
Group 2	53.95	
Group 3	53.12	
Group 4	59.81	

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications:	$ 57.77

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following hourly wage rate.

		07/01/2026
1st	0 - 1000	$ 23.30
2nd	1001-2000	27.96
3rd	2001-3000	34.95
4th	3001-4000	41.60

Supplemental Benefits per hour:

All Apprentices	$ 57.77

9-731/29

Laborer - Tunnel — 09/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
GROUP 5: Blasters and Mucking Machine Operators

GROUP 6: Tunnel Workers*(including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

	07/01/2026
Laborer (Compressed Air):	
GROUP 5	$ 75.14
GROUP 6	72.46
GROUP 7	71.24
GROUP 8,9	69.83
GROUP 10	61.57

An additional $3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: Employer shall pay $10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS:
per hour:

GROUP 5	$ 66.51
GROUP 6	64.41
GROUP 7	63.14
GROUP 8,9	62.11
GROUP 10	58.18

OVERTIME PAY
See (D, M, *R) on OVERTIME PAGE
NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY
Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building

Wages per hour:	07/01/2026	01/01/2027 Additional
Mosaic & Terrazzo Mechanic	$ 62.82	$ 1.06
Mosaic & Terrazzo Finisher	61.22	

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 31.91* + $11.63
Mosaic & Terrazzo Finisher	$ 31.91* + 11.61

*This portion of benefits subject to same premium rate as shown for overtime

wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
Deduct $7.00 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages Per hour:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2026	$25.90	$33.30	$40.85	$42.00	$50.56	$57.05

Supplemental Benefits per hour:

07/01/2026	$7.26* + 4.07	$9.33* + 5.23	$15.99* + 6.98	$24.31* + 8.14	$25.21* + 9.32	$28.21* + 10.46

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Setters	$ 66.35	$ 1.28	$ 1.41

SUPPLEMENTAL BENEFITS
Per Hour:
$ 30.56*
+8.56

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

750 hour terms at the following wage rate:

1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2026									
$23.09	$28.32	$35.65	$40.86	$44.67	$48.38	$52.23	$57.45	$59.83	$66.35

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

07/01/2026									
$13.05* + $.77	$13.05* + $.82	$16.16* + $.93	$16.16* + $.98	$17.16* +$1.45	$18.66* +$1.51	$19.66* +$1.94	$19.66* +$1.99	$19.96* +$4.59	$30.56* +$8.56

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher	$ 48.72	$ 0.57

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker	
Building-Marble Restoration:	
Marble, Stone & Polisher	$ 32.78

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

	1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
07/01/2026	$ 34.10	$ 38.97	$ 43.84	$ 48.72

Supplemental Benefits Per Hour:

07/01/2026	$ 31.28	$ 31.78	$ 32.29	$ 32.78

9-7/24-MP

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2026	01/04/2027 Additional
Marble Cutters & Setters	$ 65.61	$ 0.75

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 41.38

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2026							
$28.35	$42.51	$46.05	$49.59	$53.14	$55.76	$65.61	$65.61

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2026							
$27.95	$30.68	$31.37	$32.05	$32.73	$39.34	$41.38	$41.38

9-7/4

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Finisher	$ 50.93	$ 1.05*	$ 1.15*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 27.16*
+ $8.37

* This portion of benefits is subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
*Double time rate after 10 hours on Saturdays

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building — 09/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
Marble, Stone, Maintenance Finishers:	$ 28.56	$ 0.41

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator

shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone
Maintenance Finishers: $ 16.54

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2026
0-750	$ 23.78
751-1500	24.43
1501-2250	25.07
2251-3000	25.70
3001-3750	26.65
3751-4500	27.93
4501+	28.56

Supplemental Benefits:
Per hour:

0-750	$ 12.61
751-1500	13.12
1501-2250	13.65
2251-3000	14.18
3001-3750	14.97
3751-4500	16.01
4501+	16.54

9-7/24M-MF

Mason - Building / Heavy&Highway — 09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2026	01/04/2027 Additional
Marble-Finisher	$ 51.04	$ 0.53

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher $ 38.46

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway — 09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2026
Brick/Block Layer	$ 69.84
Base Wage*	58.49

* For Premium/Overtime calculations purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer	$ 37.95

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE
* Base rate is utilized for Calculating Overtime Premiums then adding $ 11.35/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

650 Hr Terms at the following Percentage of Brick/Block Layer "Base Wage" then adding $ 6.10 per hour:

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices	$ 26.45

4-1Brk

Mason - Building / Heavy&Highway — 09/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2026
Cement Mason	$ 59.87

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	$ 34.81
1.5x OVERTIME	$ 63.30
2X OVERTIME	$ 69.62

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st	2nd	3rd
$ 23.77	$ 28.74	$ 34.27

Supplement Benefits per hour paid:

	1st	2nd	3rd
Straight Time	$ 14.86	$ 15.16	$ 15.27
1.5x OVERTIME	14.89	15.34	15.50
2X OVERTIME	14.91	15.51	15.73

4-780

Mason - Building / Heavy&Highway **09/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2026	05/01/2026 Additional
Stone Setter	$ 74.57	$ 3.25**
Base Wage	58.36*	

* For Premium/Overtime calculations purposes only.
** To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 44.75

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
Base rate is utilized for Calculating Overtime Premiums then adding 16.21/Hr.

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half and all work thereafter is paid at double the hourly rate.

** On Saturday, the first nine (9) hours are paid at time and one-half and all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE
Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES
800 Hour terms at the following base wages per hour then adding $ 7.42/Hr.

1st	2nd	3rd	4th	5th
$ 29.18	$ 35.02	$ 40.85	$ 46.69	$ 52.52

Apprentice Supplemental Benefits:
All Terms: $ 27.29

4-1Stn

Mason - Building / Heavy&Highway **09/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026
Pointer, Cleaners & Caulkers	$ 66.84

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 34.25

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates per hour.

1st	2nd	3rd	4th
$ 34.96	$ 39.69	$ 46.12	$ 55.30

Supplemental Benefits per hour paid:

1st	2nd	3rd	4th
$ 16.70	$ 20.80	$ 24.55	$ 25.55

4-1PCC

Operating Engineer - Building — 09/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE: Construction surveying
Party Chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)	07/01/2026
Building Construction:	
Party Chief	$ 81.94
Instrument Man	60.49
Rodman	40.63
Steel Erection:	
Party Chief	$ 84.04
Instrument Man	63.19
Rodman	43.31
Heavy Construction-NYC counties only: (Foundation, Excavation.)	
Party Chief	$ 88.97
Instrument man	66.04
Rodman	55.85

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2026
Building Construction	$ 29.45* + 7.65
Steel Erection	31.25* + 7.65
Heavy Construction	32.06* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit: $ 22.48

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and is subject to double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and is subject to double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction — 09/01/2026

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on job site), Skid-Steer and similar machines

Group 2:Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumilator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:	
Per hour:	07/01/2026
Steel Erection:	
Group 1	$ 83.44
Group 2	78.48
Group 3	58.31
Building Construction:	
Group 1	$ 72.50
Group 2	57.45
Group 3	69.18
Group 4	52.71
Group 5	46.16
Heavy Construction:	
Group 1	$ 58.75
Group 2	60.12
Group 3	111.47
Group 4	86.18

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2026

Building Construction:	$ 31.43* + $7.40
Steel Erection & Heavy	31.93* + $7.40

* This portion of benefits is subject to same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:

Building Construction:	$ 22.28
Steel Erection & Heavy:	22.53

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages Per Hour:
(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
$ 39.41	$ 46.58	$ 50.17	$ 53.75

Supplemental Benefits:
Per Hour:

All Terms	$ 17.18* + 7.40

* This portion of benefits is subject to same OT premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway — 09/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2026

Maintenance Engineer (Sewer Systems)	$ 86.18

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 31.93* + $ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:
$ 22.53

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
(1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 39.41	$ 46.58	$ 50.17	$ 53.75

Supplemental Benefits:
Per Hour:

All Apprentices: $ 17.18*
+ $ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway 09/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2026	08/01/2026
Well Driller	$ 44.37	$ 45.63
Well Driller Assistant	38.44	39.53

Hazardous Waste Differential
Added to Hourly Wage:

Level A	$ 3.00
Level B	$ 2.00
Level C	$ 1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	$ 3.00
Level B	$ 2.00

SUPPLEMENTAL BENEFITS
Per Hour:

Well Driller & Assistant: 10% of Total Wage at Straight time Wage Rate plus $ 13.50*

*Additional $ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:

	1st	2nd	3rd
07/01/2026	$ 29.40	$ 30.43	$ 31.46
08/01/2026	$ 30.80	$ 31.86	$ 32.92

SUPPLEMENTAL BENEFITS
Per Hour:
All Terms: 10% of Total Wage at Straight time Wage Rate plus $ 13.50*

*Additional $ 4.25/Hr. for Premium Time Hours Worked

4-138well

Operating Engineer - Building & Steel Erection 09/01/2026

JOB DESCRIPTION Operating Engineer - Building & Steel Erection **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2026
STEEL ERECTION:	
Three Drum Derricks	$ 110.48
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	106.42
Compressors, Welding Machines	61.86
Compressors (not combined with welding machines)	59.21
BUILDING CONSTRUCTION:	
Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes, Double Drum	$ 107.56
4 Pole Hoists and Single Drum Hoists	101.92
Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	88.93
House Cars and Rack & Pinion	81.47
House Cars (New Projects)	72.00
Erecting and dismantling Cranes	58.74
Compressors, Welding Machines(Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power(Power-Vac)used to drive auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System	89.81
	62.58

APPLICABLE TO BUILDING CATEGORY:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	$ 1.75/hr
150' to 249' "	$ 2.00/hr
250' to 349' "	$ 2.25/hr
350' to 450' "	$ 2.75/hr
Tower Crane	$ 2.00/hr

APPLICABLE TO STEEL CATEGORY:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	$ 2.25/hr
150' to 249' "	$ 2.50/hr
250' to 349' "	$ 2.75/hr
350' to 450' "	$ 3.25/hr
Tower Crane	$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2026
All Operator Classes	$ 29.65* plus $ 6.30

* This portion of the benefits is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*B, **C, ***D, O) on OVERTIME PAGE
*Applies to House Cars and Rack & Pinion after 8 hours worked in a day, Saturday, Sunday and Holidays
**Applies to Building Construction category
***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE
Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES
Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2026	$ 46.09	$ 55.84	$ 65.58

Supplemental Benefits Per Hour:

Straight Time	$ 19.15*
	plus $ 6.30

* This portion of benefits subject to the same premium as shown for overtime wages.

9-14 B&S

Operating Engineer - Heavy Construction 1 — 09/01/2026

JOB DESCRIPTION Operating Engineer - Heavy Construction 1 **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane
Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
Group 6: All Drills and machines of a similar nature
Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
Group 10: Concrete Mixer
Group 11: Elevators
Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
Group 17: Utility-Horizontal Boring Rig
Group 18: Utility Compressors
Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
Group 20: Paving-Asphalt Roller
Group 21 Paving-Asphalt Plant
Group 22: Roller (non paving, all sizes)

WAGES:(per hour)	07/01/2026
Group 1	$ 126.80
Group 2	105.80
Group 3	108.99
Group 4	106.50
Group 5	104.54
Group 6	100.63
Group 7	102.40
Group 8	99.64
Group 9	97.70
Group 10	93.68
Group 11	87.96

Group 12	89.76
Group 13	90.36
Group 14	81.76
Group 15	69.81
Group 16	65.36
Group 17	95.11
Group 18	64.97
Group 19	99.64
Group 20	97.27
Group 21	83.24
Group 22	97.27

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour additional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:
Groups 1-22
Regular Time $ 29.65* plus $ 6.30

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:
$ 22.80

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd
Groups 1-22	$ 46.09	$ 55.84	$ 65.58

Supplemental Benefits:

Groups 1-22
Regular Time $ 19.15*
plus $ 6.30

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2 — 09/01/2026

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour)	07/01/2026
Group 23	$ 89.06
Group 24	86.57
Group 25	82.43
Group 26	78.23
Group 27	55.82
Group 28	82.43

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour additional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:
Groups 23-28
Regular Time $ 31.93*
+ $7.40

* This portion of benefits subject to the same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:
$ 22.53

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	$ 39.41	$ 46.58	$ 50.17	$ 53.75

Supplemental Benefits:

Regular Time $ 17.18*
+ $ 7.40

* This portion of benefits subject to same OT premium as wages.

9-15 HC

Operating Engineer - Marine Dredging — 09/01/2026

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2026	10/01/2026
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	$ 48.48	$ 49.94
CLASS A2	43.20	44.50

Crane Operator (360 swing)

CLASS B Dozer, Front Loader Operator (On Land)	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing), Spider/Spill Barge Operator I/II, Fill Placer, Engineer, Chief Mate, Electrician,Chief Welder,Maintenance Engineer, Licensed Boat, Crew Boat Operator	41.93	43.18
CLASS B2 Certified Welder	39.46	40.65
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	38.38	39.53
CLASS C2 Boat Operator	37.15	38.26
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	30.86	31.79

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes:	7% of Hourly Straight time wage + $12.00.	7.5% of Hourly Straight time wage + $12.00.

- Additional $0.63 per hour for Overtime hours

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 09/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2026
Party Chief	$ 51.16
Instrument Man	42.44
Rodman	36.92

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members:	$ 24.53

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter **09/01/2026**

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	05/01/2027 Additional
Brush	$ 55.76	$2.77*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	55.76	
Spray & Scaffold	$ 58.76	
Fire Escape	58.76	
Decorator	58.76	
Paperhanger/Wall Coverer	57.27	

*To be allocated at a later date.

SHIFT WORK
Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger	$ 39.86
All others	36.72
Paperhanger Premium	45.26
Premium	41.23**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2026
Appr 1st term...	$ 21.18
Appr 2nd term...	27.40
Appr 3rd term...	33.30
Appr 4th term...	44.67

Supplemental benefits:

Per Hour:	
Appr 1st term...	$ 18.06
Appr 2nd term...	22.14
Appr 3rd term...	25.59
Appr 4th term...	32.55

8-NYDC9-B/S

Painter **09/01/2026**

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2026	01/01/2027
		Additional
Drywall Taper	$ 60.12	$0.50*

*To be allocated at a later date.

SHIFT WORK
When directly specified in public agency or authority contract documents for an employer to work an irregular or off-shift, all employees who work any shifts between 3pm-11pm or 11pm-7am will be paid wage rate as followed:

$ 67.64

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker: $ 27.61

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1st term	$ 23.83
2nd term	30.50
3rd term	36.42
4th term	48.27

Supplemental Benefits per hour:

1st term	$ 15.73
2nd term	21.67
3rd term	22.86
4th term	25.23

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel — 09/01/2026

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2026	10/01/2026
	$ 57.00*	Additional
	+ 12.90**	+ 3.64***

ADDITIONAL $7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

*NOTE: All premium wages are to be calculated on base rate per hour only.

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

*** To be allocated a later date

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK
When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

$ 13.49
+ 31.67*

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

	07/01/2026
1st year	$ 22.80* + 5.64**
2nd year	$ 34.20* + 7.74**
3rd year	$ 45.60* + 10.31**

*NOTE: All premium wages are to be calculated on base rate per hour only.

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

Supplemental Benefits - Per hour:

1st year	$ 13.74
2nd year	$ 8.09* + 18.99
3rd year	$ 10.79* + 25.34

*Portion not applicable to May 1st to November 15th and Nov 16th to April 30th period mentioned above.

8-DC-9/806/155-BrSS

Painter - Metal Polisher — 09/01/2026

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:
All classifications $ 13.99

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plasterer — 09/01/2026

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per hour:

	07/01/2026	08/01/2026
Building:		
Plasterer/Traditional &	$ 49.18	$ 49.88
Spraying Fireproofing	+ $6.00*	+ $6.00*

*This portion is not subjected to OT premiums.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.73	$ 27.53

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages: (Per hour) 800 hours term:	07/01/2026	08/01/2026
1st term	$ 19.50 + 1.00*	$ 19.69 + 1.00*
2nd term	$ 22.94 + 1.00*	$ 23.16 + 1.00*
3rd term	$ 26.43 + 1.00*	$ 26.68 + 1.00*

*This portion is not subjected to OT premiums.

Supplemental Benefits: (Per hour): (800) hours term:		
1st term	$ 11.95	$ 12.15
2nd term	12.44	12.67
3rd term	13.08	13.35

9-262

Plumber — 09/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026	07/01/2027 Addtional
Plumber	$ 78.05	+ $3.00
Temporary Service**	$ 62.52	

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional $1.00 per hour.

SHIFT WORK
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift.
A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.
For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.
For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS
Per hour:

Plumber	$ 46.40
Temporary Service	$ 37.04

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
*Where the plumbing contract price is two million dollars ($2,000,000.00) or less, code D applies.

HOLIDAY
Plumber

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Maintenance
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
$ 19.00	$ 21.00	$ 31.78	$ 33.88	$ 36.73	$ 38.13	$ 50.20

Supplemental Benefits:
(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
$ 5.43	$ 6.43	$ 24.44

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance — 09/01/2026

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026
Pump & Tank	$ 75.00

SUPPLEMENTAL BENEFITS
Per hour:

Plumber	$ 35.81

OVERTIME PAY
Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance — 09/01/2026

JOB DESCRIPTION Plumber - Repairs & Maintenance **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2026	01/01/2027 Additional
Repairs & Maintenance	$ 49.96	$ 1.90

Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds $250,000 are excluded.

SUPPLEMENTAL BENEFITS
Per hour:

Repair & Maintenance	$ 22.86

OVERTIME PAY
See (B, H) on OVERTIME PAGE.

HOLIDAY
Paid: See (1,15) on HOLIDAY PAGE.
Overtime: See (5, 6, 25) on HOLIDAY PAGE.

9-1 R&M

Roofer — 09/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	05/01/2027
		Additional
Roofer/Waterproofer	$ 52.50 + $7.00*	+ $ 3.00

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS
Per Hour: $ 33.12

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
$ 18.38	$ 26.25 + 3.50*	$ 31.50 + 4.20*	$ 39.38 + 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th
$ 4.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

1st	2nd	3rd	4th	5th
$ 19.95	$ 23.63 + 3.16*	$ 26.25 + 3.50*	$ 31.50 + 4.20*	$ 39.38 + 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th	5th
$ 8.15	$ 15.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker — 09/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2026	08/01/2026
Sign Erector	$ 62.00	$ 64.00

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

SUPPLEMENTAL BENEFITS
Per Hour:

Sign Erector	$ 59.58	$ 60.62

OVERTIME PAY
See (B, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS Per Hour:

07/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.04	$ 21.62	$ 24.21	$ 26.79	$36.17	$ 39.36	$ 43.50	$ 46.77	$ 50.05	$ 53.32

08/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.45	$ 22.09	$ 24.72	$ 27.36	$36.81	$ 40.07	$ 44.29	$ 47.62	$ 50.95	$ 54.29

4-137-SE

Sheetmetal Worker — 09/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026	11/01/2026 Additional	05/01/2027 Additional
Sheetmetal Worker	$ 64.82	1.50*	1.50*
Maintenance of Fans	$ 53.40		
Temporary Operation			

*To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications: $ 55.52

At time and one Half: $ 81.58

At Double Time: $ 107.64

OVERTIME PAY
See (B, *E, E2, Q) on OVERTIME PAGE
* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans
Temporary Operation: B,E, & Q

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
Six(6) Month Terms As Follows:
Wages per hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
$ 22.57	$ 29.07	$ 35.57	$ 45.37	$ 51.83

Supplemental Benefits Per Hour:

	1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
Straight Time:	$ 20.47	$ 27.77	$ 32.83	$ 43.37	$ 45.44

At time and one Half:				
$ 30.06	$ 40.82	$ 48.25	$ 59.33	$ 66.77
At Double Time:				
$ 39.64	$ 53.86	$ 63.66	$ 78.28	$ 88.10

4-28

Steamfitter **09/01/2026**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026	01/01/2027 Additional
AC Service/Heat Service & Refrigeration Technician	$ 48.35	1.00*

- Includes the installation, service, maintenance, repair and replacement, of refrigeration, air cooling and heating, air conditioning, Oil Burner and Stoker.

- Air Cooling / Heating Equipment installation is not to exceed fifteen (15) tons, or equal to 6,000 CFM or 180,000 BTU combined on any one project.

- Refrigeration Equipment installation is not to exceed five (5) Horsepower combined on any one project.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

AC Service/Heat Service & Refrigeration Technician	$ 21.40 + 3.06*

* Portion of benefit not applicable to overtime hours and paid holidays.

OVERTIME PAY
See (B, E, *K) on OVERTIME PAGE
* See Holidays

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Note:
- Additional 15% premium on STRAIGHT-TIME wages if worked (11, 15, 25, 26)
- Time and one half of the hourly rate if worked (5, 6)

REGISTERED APPRENTICES
1 year terms at the following wages per hour:

1st	2nd	3rd	4th
$23.39	$28.25	$32.91	$39.75

Supplemental Benefits for hours worked:

1st	2nd	3rd	4th
$12.84 + 3.06*	$14.50 + 3.06*	$16.22 + 3.06*	$18.52 + 3.06*

* Portion of benefit not applicable to overtime hours and paid holidays.

4-638B-StmFtrRef

Steamfitter **09/01/2026**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2026	10/01/2026 Additional
Sprinkler/Steam AC & Heat Fitter	$ 70.36	$ 1.50*
Temporary Heat & AC Fitter	$ 53.49	

* To be allocated at a later date.

SHIFT WORK
Add 15% to Hourly Wage and Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 56.49
Temporary Heat & AC Fitter	$ 46.14

OVERTIME PAY
The posted hourly PREMIUM TIME rates are applicable as follows:
- After 7 hours worked per day for Sprinkler/Steamfitter AC & Heat Fitter
- After 8 hours worked per day for Temporary Heat/AC Fitter
- Hours worked on Saturdays, Sundays and Holidays

Per Hour:

PREMIUM TIME Wages:

Sprinkler/Steam	$ 140.66
Temp Heat/AC	$ 106.92

PREMIUM TIME Supplemental Benefits per hour:

Sprinkler/Steam	$ 112.14
Temp Heat/AC	$ 91.44

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following wages Per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	$ 28.18	$ 35.21	$ 42.24	$ 49.27	$ 56.30

PREMIUM TIME Wages per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	$ 56.30	$ 70.36	$ 84.42	$ 98.48	$ 112.54

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2026	$ 23.10	$ 28.67	$ 34.23	$ 39.80	$ 45.36

PREMIUM TIME Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th

07/01/2026	$ 45.36	$ 56.50	$ 67.62	$ 78.76	$ 89.88

4-638A-StmSpFtr

Teamster - Asphalt Delivery — 09/01/2026

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour:

	07/01/2026
Truck Driver Heavy Construction Asphalt Delivery	$ 47.07

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

Truck Driver Light Construction Asphalt Delivery	$ 41.54

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

SUPPLEMENTAL BENEFITS

Truck Driver Heavy Construction Asphalt Delivery	$ 61.15
Truck Driver Light Construction Asphalt Delivery	$ 20.32

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

9-282NYAD

Teamster - Delivery of Concrete — 09/01/2026

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour:

	07/01/2026
Concrete Delivery Driver	$ 44.50

SUPPLEMENTAL BENEFITS
Per Hour:

Concrete Delivery Driver	$ 54.88

Note:
Over 40 hours worked: time and one half rate $22.59; double time rate $30.12

OVERTIME PAY
See (B, E, P, *R, **U) on OVERTIME PAGE
Note: R* for Holidays 2, 11, & 15 ONLY
U** for Holidays 5 & 6 ONLY

HOLIDAY
Paid: See (5, 6, 11, 25) on HOLIDAY PAGE
Overtime: See (2, 5, 6, 11, 15) on HOLIDAY PAGE

9-282nyc

Teamster - Heavy Construction — 09/01/2026

JOB DESCRIPTION Teamster - Heavy Construction **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour:
Drivers (Debris Removal Street Level and below)

	07/01/2026
Dump Trucks	$ 47.07
Euclid & Turnapull	50.07
Tractor Trailers	50.76
Heavy Equip. Trailer/Tagalong	51.26
Boom Truck	52.51
Goldhofer	53.51
Self Propelled Modular Trailer	53.51
Mobile Concrete Mixer	53.51

SUPPLEMENTAL BENEFITS
Per Hour:

Dump Trucks	$ 61.20
All Others	60.15

Up to 40 Hours Worked

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

9-282 NYHC

Welder — 09/01/2026

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2026

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/11/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030

NYSDOL Bureau of Public Work Debarment List 09/11/2026

Article 8

DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028

DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030

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DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

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DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

EXHIBIT C: SPECIFICATIONS

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Part 1. General.
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SECTION 01400

QUALITY CONTROL

1.01 SUMMARY OF WORK

A. Provide for testing and quality control as specified herein and in the various Specification Sections of Divisions 2 through 16. Cooperate with the Owner, Architect, and Owner's Representative in performing Special Inspections and other quality control inspections, including Progress Inspections, designated to be the Owner and/or Architect's responsibility.

B. If initial testing for a product, system, equipment, or item results in failure, the Contractor shall pay for all costs for subsequent retesting until approval is obtained. No part of the time lost to retesting shall be made the subject of claim for extension of time or for excess costs or damages by Contractor.

C. Inspections and tests performed by the Owner, Architect, and Owner's Special Inspection Agency or other Agents in no way relieve the Contractor of the responsibility to construct in accordance with the Drawings and Specifications and Contractor expressly understands that there is no warranty given by the Owner's Agents to the Contractor in connection with such inspection and tests or certifications made under Special Inspection or other quality control inspection.

1.02 SPECIAL INSPECTIONS

A. Items designated for "Special Inspection" under the provisions of the New York City Building Code shall be inspected, tested and witnessed by or under the supervision of a Special Inspector.

B. The Owner will select Special Inspection Agencies and pay for all Special Inspection services required for the project.

C. The Special Inspector is to file all initial amendments or Statements of Responsibility Form TR1, properly executed, before work commences and all final amendments immediately upon completion of work with the Building Department. A copy of each approved amendment or Form TR1 must be on file with the Owner and Architect before work commences and copies of final amendments or TR1 Forms must be on file before final acceptance of the Work.

D. Special Inspectors, as defined in Chapter 1 of Title 28 of the Administrative Code, are to be individuals having required qualifications and authorized by the NYC Building Department to perform or witness particular Special Inspections required by the NYC Building Code. The Special Inspector shall keep records of inspections for the period of six years from the date of project sign-off. They are to be filed with the N.Y.C. Department of Buildings and/or have such reports be otherwise made accessible for review. Reports shall indicate that work inspected was done in conformance with approved construction documents. Discrepancies are to be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Owner and the Architect/Engineer of Record prior to the completion of that phase of the work.

1. The Special Inspector shall report conditions noted as hazardous to life, safety on health, to the immediate attention of the commissioner.

2. Reports of partially completed work shall be accepted when such reports indicate the code compliant status of completed work and the condition of the remaining work.

E. As described in Section BC 1704, Special Inspection for an item may be designated either as continuous requiring full time observation by a Special Inspector who is continuously present in the area where the work is being performed or as periodic requiring intermittent observation where the work has been or is being performed and at the completion of the work.

F. The Special Inspector shall be acceptable to the registered design professional of record. The design professional and the Owner reserves the right to interview the proposed inspector and if deemed not acceptable, a new inspector meeting the requirements for Special Inspector for the required task shall be proposed.

1.03 PROGRESS INSPECTIONS

A. Items designated for "Progress Inspection" under the provisions of the 2014 NYC Building Code will be inspected, tested and witnessed on a periodic basis as per Section BC 110.3 and per Section 101-07 of Chapter 100 and Chapter 5000 of the Rules of the City of New York. Such inspections shall be by or under the supervision of qualified individuals from a Progress Inspection Agency or other person(s) engaged by the Owner.

B. The Owner will select Progress Inspection Agencies and pay for all Progress Inspection services required for the project unless noted otherwise in the Contract.

C. Discrepancies found by the Progress Inspector will be brought to the immediate attention of the Contractor for immediate correction.

1.04 NYC ENERGY CODE COMPLIANCE INSPECTIONS

A. Items designated for "NYC Energy Code Compliance Inspection" under the provisions of the 2016 NYC Energy Code will be inspected, tested and witnessed on a periodic basis as per Section BC 109.3.5 and per Section 101-07 of Chapter 100 and Chapter 5000 of the Rules of the City of New York. Such inspections shall be by or under the supervision of a qualified Approved Agency per 1 RCNY §101-07, Subdivision (c), Paragraph (3), engaged by the Owner.

B. The Owner will select Energy Code Compliance Inspection Agencies and pay for all Progress Inspection services required for the project unless noted otherwise in the Contract.

C. The Energy Code Compliance Inspector is to file all initial amendments or Statements of Responsibility Form TR8, properly executed, before work commences and all final amendments immediately upon completion of work with the Building Department. A copy of each approved amendment or Form TR8 must be on file with the Owner and Architect before work commences and copies of final amendments or TR8 Forms must be on file before final acceptance of the Work.

D. Discrepancies found by the Energy Code Compliance Inspector will be brought to the immediate attention of the Contractor for immediate correction.

1.05 ADDITIONAL QUALITY CONTROL TESTING AND INSPECTION

A. Additional quality control testing and inspection is specified in the various Specification Sections of Divisions 2 through 16, and/or as required by government agencies (e.g., NYC Department of Buildings, NYC Department of Environmental Protection) for the specific site or site conditions. Unless such testing and inspection is specifically identified as the responsibility of the Owner, it shall be the Contractor’s responsibility to perform all such testing and inspection.

B. Whenever the Contractor is required by these Specifications to perform testing or inspections, it shall engage an independent experienced (SIA accredited) laboratory or professional engineer/architect to perform such testing and inspection. The Contractor’s (or Subcontractors’) own staff shall not perform specified inspections and testing.

1.06 CONTRACTOR RESPONSIBILITY FOR ACCOMODATING TESTING AND INSPECTION

A. The Contractor shall provide cooperation, access, and submittals necessary for the Owner its agents to perform all inspections and testing in accordance with requirements listed herein, as well as providing all fuel and material. Do not cover or enclose work subject to inspection prior to acceptance. The Contractor shall expose, re-cover or re-enclose any work covered or enclosed prior to acceptance at no cost to the Owner.

B. The Contractor shall notify the Owner or Inspection Agency(ies) at least 48 hours before the specific work item commences for which inspection is required.

1.07 MANUFACTURERS' FIELD OBSERVATIONS AND TESTS

A. The Contractor shall ensure that the manufacturers provide observations and tests as specified in the respective technical Sections.

B. Documentation generated by observations and tests, including test reports, shall be incorporated into the Quality Control Report prepared by the Contractor's Quality Control Representative.

1.08 MOCK-UPS AND FIELD SAMPLES

A. Provide mock-ups and field samples as specified in the respective technical Sections.

B. Review actions, including disapprovals and/or approvals must be documented in the Quality Control Report prepared by the Contractor's Quality Control Representative.

1.10 CONTRACTOR QUALITY CONTROL (CQC) SYSTEM

A. General

The Contractor shall establish and maintain an effective quality control system in order to furnish the Owner and Architect with a quality product constructed in accordance with the Contract Documents. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication and construction. , and Commissioning operations that comply with the contract requirements.

B. Submittals

Submittals shall be as specified in Section S01300. The CQC representative shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

C. Control

Contractor Quality Control is the means by which the Contractor assures that the construction, including work of subcontractors and suppliers, complies with the requirements of the Contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control and include as a minimum the following:

1. First Phase Control: This first or preparatory phase of control shall be performed prior to beginning work on each feature of work. It shall include:

    a. A review of each paragraph of applicable specifications. Resolve differences, if any.

    b. A review of the Contract Drawings. Resolve differences, if any.

    c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

    d. A check to assure that provisions have been made to provide required testing and the Owner's "Special Inspections and tests". The schedule for "Special Inspections" and quality control services will be reviewed for completeness and timeliness.

    e. Examination of the work area to assure that all required preliminary work has been completed in accordance with the Contract Documents. Deficient work shall not be built upon.

    f. A physical examination of required materials, equipment, and sample work to assure that they are on hand and conform to approved shop drawings or submitted data.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work.

i. A check to ensure that portion of the plan for the work to be performed has been accepted by the Architect and the Owner.

2. Second Phase Control: The second or initial work phase of control must be accomplished at the beginning of a feature of work. It shall include:

a. A check of preliminary work.

b. Verification of full contract compliance for initial construction.

c. Establish quality of workmanship.

d. Resolve any differences that may still exist.

e. Check safety to include compliance with safety plan and activity hazard analysis.

3. Third Phase control: The third or follow-up phase of control consists of daily checks being performed to assure continuing compliance with Contract requirements, including control testing, until completion of the particular feature of work.Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work.

4. Supplemental phases of control: Resumption of work after a substantial period of inactivity or changes to personnel may necessitate the need for reconfirming the first and second phases of control.

D. Testing Procedure

Other than “Special Inspections” and other testing and inspection explicitly assigned to the Owner/Architect’s representative, the Contractor shall perform all tests and inspections specified or required to verify that measures are adequate to provide a product that conforms to Contract requirements.

1. The list shall include the test names, frequency, specifications paragraph containing the test requirements, and the personnel and industry recognized testing laboratory responsible for each type of test.

2. Results of all tests taken, both passing and failing tests, will be recorded. Specifications paragraph reference, location where tests were taken, and the sequential number identifying the test will be given. Actual test reports may be submitted later, if approved by the Owner's representative and Architect, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Owner's representative and Architect. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this Contract. Costs incidental to transportation of Samples or materials will be borne by the Contractor.

E. Completion Inspection

Prior to completion of all work or any increment thereof established by the completion time stated in Contract Specifications, the Owner, Owner's representative, Contractor and Architect shall jointly perform a completion inspection to ascertain that the work has been completed in accordance with contract.

F. Notification of Noncompliance Identified by the Architect, Special Inspection Agency, and/or Owner's Agents

1. The Architect will notify the Contractor of any detected noncompliance identified by any Agent of the Owner with the foregoing requirements. The Contractor shall immediately take corrective action after receipt of such notice. Such notice, when delivered to Contractor or Contractor's representative at the site of the work, shall be deemed sufficient for the purpose of notification.

2. If Contractor fails or refuses to comply promptly, the Owner/Architect's representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim by Contractor for extension of time or for excess costs or damages.

END OF SECTION

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SECTION 01600

MATERIAL AND EQUIPMENT

1.01 DELIVERY, STORAGE AND PROTECTION

A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work.

B. As stipulated in the Owner-Contractor Agreement's General Conditions (AIA A201), should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner's representative or Architect, shall move such material or equipment.

C. Upon request, and as stipulated in the Owner-Contractor Agreement's General Conditions (AIA A201), Contractor shall furnish to the Owner copies of specific material order, indicating date of order and quantity of material, and shall also notify the Owner/Architect's representative when material has been delivered to the site and state the quantities.

D. Ample quantities - Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the Work within the Contract time.

E. Manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.

F. Contractor shall coordinate deliveries in order to avoid delay in, or the impeding of the progress of the Work. Deliveries shall be made during regular work hours, unless approved otherwise by the Owner.

G. Stackings - All materials shall be properly stacked in convenient places adjacent to the Work, or in other areas approved by the Owner, and protected as recommended by the respective material manufacturer.

H. Overloading - If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the existing structure.

I. No Interference - If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor, Contractor shall remove and restack such materials at no additional cost to the Owner.

1.02 APPROVAL OF MATERIALS

A. Local Laws - All materials, appliances and types of methods of construction shall be in accordance with the Contract Documents, and shall in no event be less than that necessary to conform to the requirements of the Administrative Code and the Charter of the City of New York.

B. Repute of Manufacturer - No manufacturer will be approved for any materials to be furnished under the Contract unless the manufacturer shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products.

C. All transactions with the Manufacturers and Subcontractors shall be through Contractor, except as stipulated in the Owner-Contractor Agreement (AIA A101) and General Conditions (AIA A201).

D. All Materials, fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, of standard first-grade quality and of the best workmanship and design. Where existing work is removed or disturbed, all replacement materials shall match existing unless prior approval of variance is given in writing by the Architect and Owner's representative.

1.03 MANUFACTURER'S SHOP PAINT

A. For all manufactured products and equipment requiring shop paint, paint used shall be:

1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York.

2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.

3. In compliance with the non-photo chemical reactive solvents requirements of N.Y.C. Law 49.

4. Be compatible with the finish painting for the respective product and the condition of use.

B. The provisions of Art. 1.03-A, herein, shall supersede shop coat paints specified in the respective technical Sections of these Specifications, where in conflict.

1.04 FIELD PAINTING

A. For all materials, manufactured products and equipment requiring field paint, paint used shall be:

1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York.

2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.

3. In compliance with the non-photo chemical reactive solvents requirements of N.Y.C. Law 49.

4. Be compatible with the finish painting for the respective product and the condition of use.

B. To meet the provisions of paragraph A above for interior applications, use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24) and the following chemical restrictions:

1. Flat Paints and Coatings: VOC not more than 50 g/L.
2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
3. Anti-Corrosive Coatings: VOC not more than 250 g/L.
4. Varnishes: VOC not more than 350 g/L.
5. Clear Floor Finishes: VOC not more than 100 g/l.
6. Waterproof Sealers: VOC not more than 250 g/l.
7. Sanding Sealers: VOC not more than 275 g/l.
8. All other Sealers: VOC not more than 200 g/l.
9. Stains: VOC not more than 250 g/L.
10. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
11. Restricted Components: Paints and coatings shall not contain any of the following:

    a. Acrolein.
    b. Acrylonitrile.
    c. Antimony.
    d. Benzene.
    e. Butyl benzyl phthalate.
    f. Cadmium.
    g. Di (2-ethylhexyl) phthalate.
    h. Di-n-butyl phthalate.
    i. Di-n-octyl phthalate.
    j. 1,2-dichlorobenzene.

k. Diethyl phthalate.
l. Dimethyl phthalate.
m. Ethylbenzene.
n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r. Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1-trichloroethane.
y. Vinyl chloride.

C. The provisions of paragraphs A and B above shall supersede field-applied paints specified in the respective technical Sections of these Specifications, where in conflict.

1.05 GLUE, ADHESIVE AND SEALANT MATERIALS

A. The following list of adhesive and sealant V.O.C limits is for the Contractor's use in selecting adhesives and sealants if specified products are not available or if the Contractor is proposing alternate adhesives and sealants.

B. For interior applications (for anything within the building's weatherproofing system), use adhesives and sealants that comply with New York State V.O.C. requirements or the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24), whichever is more stringent:

1. Wood Glues: 30 g/L.
2. Metal to Metal Adhesives: 30 g/L.
3. Adhesives for Porous Materials (Except Wood): 50 g/L.
4. Subfloor Adhesives: 50 g/L.
5. Plastic Foam Adhesives: 50 g/L.
6. Carpet Adhesives: 50 g/L.
7. Carpet Pad Adhesives: 50 g/L.
8. VCT and Asphalt Tile Adhesives: 50 g/L.
9. Cove Base Adhesives: 50 g/L.
10. Gypsum Board and Panel Adhesives: 50 g/L.
11. Rubber Floor Adhesives: 60 g/L.
12. Ceramic Tile Adhesives: 65 g/L.
13. Multipurpose Construction Adhesives: 70 g/L.
14. Fiberglass Adhesives: 80 g/L.
15. Structural Glazing Adhesives: 100 g/L.
16. Top and Trim Adhesives: 250 g/l.

17. Structural Wood Member Adhesive: 140 g/l.
18. Wood Flooring Adhesive: 100 g/L.
19. Contact Adhesive: 80 g/L.
20. Special Purpose Contact Adhesive: 250 g/l.
21. Plastic Cement Welding Compounds: 250 g/L.
22. ABS Welding Compounds: 325 g/L.
23. CPVC Welding Compounds: 490 g/L.
24. PVC Welding Compounds: 510 g/L.
25. Adhesive Primer for Plastic: 550 g/L.
26. Architectural Sealants: 250 g/L less water.
27. Non-Membrane Roof Sealants: 300 g/l less water.
28. Single Ply Roof Membrane Sealants: 450 g/l less water.
29. All other Sealants: 420 g/l less water.
30. Sealant Primers for Nonporous Substrates: 250 g/L less water.
31. Sealant Primers for Porous Substrates: 775 g/L less water.

END OF SECTION

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SECTION 02070

SELECTIVE REMOVALS & DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of Work

Removal and demolition of selected items from selected areas of the building as indicated on the Drawings.

1.02 SUBMITTALS

A. Submit details and procedures for dust control.

1.03 RESPONSIBILITY, PROTECTION, DAMAGES, RESTRICTIONS

A. Condition of Space

The Owner assumes no responsibility for actual condition of the space in which removals and demolition Work is performed.

B. Protections

Provide temporary barricades and other forms of protection required to protect the Owner's property, personnel and general public from injury due to selective removals and demolition work.

1. Provide protective measures as required to provide free and safe passage of the general public.

2. Protect from damage existing finish work that is to remain in place and which becomes exposed during operations.

C. Damages

Promptly repair any and all damages to all property and finishes caused by the removals and demolition work; to the Owner/Architect's representative's satisfaction and at no extra cost to the Owner.

D. Power-driven Tools (for interior removals and demolition).

Hand-held electric power-driven tools conforming to the following criteria shall be used to cut or drill concrete and masonry:

1. Electric Chiselling Hammer

   a. Power Data 115 Volts AC
   7-8 Amps
   Three-wire grounded connection

   b. Percussion 2400-2600 Impacts/Minute

   c. Type/Size Hand-held (+ 18-inch length)

   d. Unit Weight 12-15 pounds (minus chisel bit)

2. Electric Hammer Drill

   a. Power Data 115 Volts AC
   5-8 Amps
   Three-wire grounded connection

   b. Percussion 2400-3200 Impacts/Minute

   c. Type/Size Hand-held (+ 18-inch length)

   d. Unit Weight 12-15 pounds (minus chisel bit)

   e. Speed Data 0-0500 RPM (Under load)

1.04 QUALITY ASSURANCE

A. Qualifications

1. Company specializing in performing the Work of this Section shall have a minimum of 3 years experience and shall have worked on 3 projects of similar size.

B. Regulatory Requirements

1. Work of this Section shall conform to all requirements of the NYC Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, safety, health, and anti-pollution regulations. Where more stringent requirements than those contained in the Building Code or other applicable regulations are given in this Section, the requirements of this Section shall govern.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 INSPECTION

A. Prior to commencement of the selective removals and demolition Work, inspect the areas in which the Work will be performed. After the Work in each respective area is completed, determine if adjacent surfaces or equipment have been damaged as a result of the Work; if so, the damage shall be corrected at the Contractor's expense.

B. Create a safety zone around the demolition area as per Section BC 3306.2.1 of the 2014 NYC Building Code. Fences/barriers shall be erected to prevent persons other than workers from entering.

3.02 REMOVALS AND DEMOLITION WORK

A. Perform selective demolition Work in a systematic manner and use such methods as are required to complete the Work indicated, and in accordance with the Specifications and governing City, State, and Federal regulations.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with City, State, and Federal regulations. Items to be retained by the Department of Education shall be delivered to locations indicated in the Article titled "Ownership of Materials".

B. Burning of removed materials is not permitted on the job site.

3.04 CLEAN-UP AND REPAIR

A. Upon completion of removals and demolition Work, remove tools, equipment and all remaining demolished materials from the site.

B. Repair all damaged areas caused by the removals and demolition Work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

C. All areas in which Work was performed under this Section shall be left "broom-clean."

3.05 OWNERSHIP OF MATERIALS

A. All equipment, materials, and items removed shall remain the property of the Owner, if desired; equipment, material and items not desired to be re-used or retained by the Owner shall be removed from the site by the Contractor. The A/E and Owner's representative will designate which equipment, materials and items will be retained.

END OF SECTION

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SECTION 03610

GROUTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Furnish material, equipment, labor, services required to provide non-shrink grout. Work includes, but is not limited to grouting under steel and mechanical equipment base plates, filling of fence and rail posts sleeves, grouting of piping, and wherever else shown on Drawings.

1.2 RELATED SECTIONS

A. Structural Steel..... Section 05120

1.3 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society of Testing and Materials (ASTM) Standards, latest editions.

ASTM C109 Test Method for Compressive Strength of Hydraulic Cement Mortars.

ASTM C191 Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle

ASTM C1090 Standard Test Method for Measuring Changes in Height of Cylindrical Specimens of Hydraulic-Cement Grout

ASTM C1107 Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink).

B. Army Corp of Engineers

CRD C-621 Specification for Non-Shrink Grout.

1.4 SUBMITTALS

A. Product Data

Submit manufacturer's information on the non-shrink grout, including mixing and installation instructions for each type of application.

B. Quality Control Submittals

1. Qualifications

Provide proof of Manufacturer and Installer qualifications specified under “Quality Assurance”.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Manufacturer: Company specializing in the production of grout shall have a minimum of five years experience.

2. Installer: Company specializing in performing the work of this section shall have three years minimum experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Materials shall be delivered in manufacturer’s sealed and undamaged packaging. Each package shall contain clear and legible labels that meet requirements of local, state and federal regulations identifying manufacturer’s name, product name, quantity of material, and batch number.

B. Protect material from the elements and from other damage at site.

C. Replace and pay for material and work damaged to the satisfaction of Ownership.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not apply grout at temperatures below 40°F or higher than 90°F. Follow manufacturer's recommendations for placement temperatures, which is typically at an optimum range of 50°F to 80°F. Provide hot and cold weather procedures at other temperatures as per ACI 305R and ACI 306R respectively.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Grout

1. Sika Corp., Lyndhurst, NJ 07071

2. Euclid Chemical Company, Cleveland, OH 44110

3. HiltiInc., Tulsa, OK 74146

4. Mapei, Deerfield Beach, FL 33442

2.2 MATERIALS

A. Grout

1. Grout shall be non-shrink, non-metallic, cement based material meeting ASTM 1107 and CRD C-621 with the following characteristics:

   a. Minimum compressive strength of 6000 psi @ 28 days when testing in accordance with ASTM C109 or CRD C-621.

   b. Slight positive expansion when tested in accordance with CRD C-621 or ASTM C1090.

2. Products:

   a. SikaGrout 212 by Sika Corp.

   b. Dry Pack Grout and NS Grout by Euclid Chemical Company

   c. Multipurpose Grout by Hilti, Inc.

   d. Precision Grout by Hilti, Inc.

   e. Planigrout 712 by Mapei

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine all adjoining work on which this Work is in anyway dependent for proper installation and workmanship. Report to Owner's representative and A/E concerning any condition that prevents the performance of this Work.

B. Repair surfaces to receive grout as approved by the Engineer of Record to ensure that the maximum allowed thickness of material is not exceeded.

3.2 SURFACE PREPARATION

A. Concrete surface shall be free of all loose material.

B. All metal components shall be clean and free of corrosion.

C. Surfaces and metal components shall be free of oil, grease, loose paint, corrosive deposits, dust, laitance and other contaminants.

D. Sleeves and holes shall be clean of water, dust and debris.

3.3 APPLICATION

A. Perform all grouting in accordance with the recommendations of ACI, CSI, and the grout manufacturer's published specifications for site preparation, product mixing, and placing. For grouting in weather below 50°F, contact manufacturer for cold weather instructions.

B. Arrange with the manufacturer of the grout for the services of a qualified field representative to instruct the work crews in the mixing of components, preparation of surfaces, technique of installation, and inspection procedures.

C. Place grout at a no more than "flowable" consistency as required by the application, carefully using the manufacturer's recommended water content for Dry Pack, Plastic or Flowable consistencies.

D. Locations

1. Provide grout 1" thick minimum, 2" thick maximum, unless otherwise specified, under column base plates and beam bearing plates. Work grout under plates to provide full and even bearing. Grouting is to be done prior to placement of any concrete on the structure.

2. Provide grout for grouting fence posts into sleeves. Grout is to be placed at a “plastic” consistency and crowned at the post to shed water away from the post onto the adjoining concrete surface.

3. Provide grout for grouting bars in concrete and for "Dry Packing". Follow manufacturer's procedure for mixing and installation.

4. Provide grout under equipment bases.

5. Provide for grouting in pipes entering precast units.

6. Provide grout wherever else it is indicated on Drawings or Specifications.

D. Follow manufacturer's instructions for curing.

3.4 PROTECTION AND CLEANING

A. Clean all adjacent area of excess material and clean all floors and walls of powder and droppings.

3.5 FIELD QUALITY CONTROL

A. Ownership’s Testing Laboratory will inspect the grouting procedure and take cube specimens to test compressive strength.

B. Ownership will inspect and reject any that are of inadequate strength or contains cracks or other defects. These areas shall be fixed at contractor's expense.

C. Engage the services of the material manufacturer's representative to instruct in the proper mixing and usage of the material to ensure the grout is placed at the correct consistency and manner.

END OF SECTION

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SECTION 04200

UNIT MASONRY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This Section includes, but is not limited to, the following:

Provide concrete unit masonry, cavity wall insulation, and other masonry Work as specified herein, as shown on the Drawings, and as needed for a complete and proper installation. The terms Concrete Masonry Unit (CMU) and Concrete Block are inter-changeable.

B. Related Work includes, but is not limited to, Division 7 Section “Sheet Membrane Waterproofing”, for barrier system at masonry cavity walls.

C. All masonry construction shall comply with the "Seismic Requirements" of Local Law 17 of the New York City Building Code and the Structural Engineer's Drawings and Specifications. Where there is a difference in requirements the more stringent requirements shall prevail.

1. The location of the vertical and horizontal reinforcement bars shall be in accordance to the Structural Drawings.

2. The location and spacing of the masonry anchors to structural framing members shall be in accordance to the Structural Drawings.

1.2 WORK INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Flashing and Sheet Metal..... Section 07600

B. Compressible filler in masonry joints (Joint Sealers) where applicable ..... Section 07900

1.3 DESIGN REQUIREMENTS

A. No air-entraining admixtures or material containing such shall be permitted in the mortar. Also, no anti-freeze compounds, calcium chloride, or other compounds, unless expressly permitted otherwise, shall not be permitted in the mortar.

B. Mortar types to be used at the following locations, unless otherwise stated:

1. Concrete masonry units - Type S unless otherwise noted.

2. Load bearing masonry, - Type S

3. Any masonry below grade and exposed to earth - Type M

1.4 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society of Testing and Materials (ASTM) standards, latest editions.

A615 Standard Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.

A706 Standard Specifications for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

A951 Standard Specification for Steel Wire for Joint Reinforcement.

C33 Standard Specification for Concrete Aggregates.

C55 Standard Specification for Concrete Building Brick.

C90 Standard Specification for Hollow, Load-Bearing Concrete Masonry Units.

C126 Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.

C129 Standard Specification for Non-Load-Bearing Concrete Masonry Units.

C140 Standard Methods of Sampling and Testing Concrete Masonry Units.

C144 Standard Specifications for Aggregate for Masonry Mortar.

C145 Standard Specification for Solid Load-Bearing Concrete Masonry Units.

C150 Standard Specification for Portland Cement.

C207 Standard Specification for Hydrated Lime for Masonry Purposes.

C270 Standard Specification for Mortar for Unit Masonry.

C331 Standard Specification for Lightweight Aggregates for Concrete Masonry Units.

C404 Standard Specifications for Aggregates for Masonry Grout.

C476 Standard Specification for Grout for Reinforced and Nonreinforced Masonry.

C595 Standard Specifications for Blended Hydraulic Cements.

C652 Standard Specification for Hollow Brick

C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

C1019 Method of Sampling and Testing Grout

C1232 Standard Terminology of Masonry.

B. Industry Standards.

1. "Standard for Concrete Masonry Units" - UL 618- Underwriters Laboratory.

2. American Welding Society – AWS D1.4 – Structural Welding Code – Reinforcing Steel

1.5 SUBMITTALS

A. Submittals for Specified Items

1. For items that are specified herein by manufacturer's name and model number, submit a Product Schedule indicating the item description, manufacturer name, model number and any other identifying nomenclature. The Schedule will be accepted by the Owner/Architect's representative for record purposes only. Product Data and Samples are not required for such specified items except for selection of color or similar purpose. When submitting items that are not specified herein by manufacturer's name and model number, provide complete Product Data and Samples for each item for review and approval.

B. Product Data

Submit Product Data to show compliance with specified requirements.

1. Submit complete data for masonry units. Laboratory test reports for brick shall be no more than two years old. Submit a list indicating the maximum dry weight of each type and size of CMU to be used in the project.

2. Submit complete data for reinforcement and ties, of each type.

3. Portland Cement: Brand and manufacturer's name.

4. Lime: Brand and manufacturer's name.

5. Mortar Pigments: Brand and manufacturer's name.

6. Packaged Products: Manufacturer's specifications and application instructions.

7. Sand: Location of pit, name of owner, and previous test data.

8. Masonry reinforcement, anchors

C. Samples

1. Submit as many CMUs in quantities sufficient to determine percentages. Submit samples of CMUs of special sizes and shapes, including factory fabricated shapes (where applicable).

D. Shop Drawings

1. Submit drawings for CMUs of special shapes.

2. Submit plans indicating locations of control joints in interior partitions (where applicable).

E. Quality Control Submittals

1. Schedule of Uses: By mortar type.

2. Material certificates for the following signed by manufacturer and Contractor certifying that each material complies with requirements.

a. Each different cement product required for mortar and grout including name of manufacturer, brand, type, and weight slips at time of delivery.

b. Lightweight aggregate used for concrete masonry units.

c. Each material and grade indicated for reinforcing bars.

d. Each type and size of joint reinforcement.

f. Each type and size of anchors, ties, and metal accessories.

F. Mockups

In accordance with Article titled Quality Assurance.

G. Cold-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.

H. Hot-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.

1.7 QUALITY ASSURANCE

A. Qualifications

1. Adhesive Anchor Installer: Installer for adhesive anchors installed in a horizontal or upwardly inclined position supporting sustained tension loads shall be certified per ACI Appendix D9.2.2 as per Section BC 1912 of the 2014 NYC Building Code.

B. Regulatory Requirements

1. Building Code: Work of this Section shall conform to all requirements of the NYC Building Code and all applicable regulations of governmental authorities having jurisdiction, including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern.

2. UL 618: Fire rating of CMU and assemblies shall conform to the requirements UL 618 and Section BC 602.

3. NYC Board of Standards and Appeals (BSA) approvals, NYC Materials and Equipment Acceptance (MEA) approvals or Office of Technical Certification and Research (OTCR)

C. Certifications

Masonry construction shall conform to the material acceptance, certification and inspection requirements of Section BC 1701.

D. Mockups

1. General

a. Construct sample panels to conform with appearance and workmanship as indicated in the Drawings and Specifications.

b. Use approved sample panels for a standard of comparison for the Project. All Work shall conform in workmanship and appearance to that of the approved samples.

c. If not approved, remove panel and install new panel (or panels) repeating the process until panel is approved.

d. Do not proceed with Work until panels are approved in writing by the Owner/Architect’s representative. Do not build Sample Panel "B" until Sample Panel "A" has been approved.

e. Approved Panel "B" may remain in place as part of the Project.

2. Erect sample panels where directed, for approval by the Project Architect.

a. Concrete Masonry Units: Panel 4' x 4' illustrating mortar, bonding, jointing, and quality of Work, for exposed CMU work.

3. On sample panels, provide mock-up of cleaning procedure to be utilized. The cleaner manufacturer’s representative shall be present and the mock-up must be done in the presence of the Owner/Architect’s representative.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in undamaged condition per ASTM guidelines. Store in an enclosed location or off the ground with waterproof covering as needed to protect all materials from moisture, contaminants, corrosion, deleterious temperature changes, and other harmful conditions.

B. Packaged Products

1. Deliver materials to the site in manufacturer's original, sealed containers. Do not deliver materials which have exceeded shelf life limitation set forth by the manufacturer. Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable). This includes individual bags of pre-bagged mortar mixes.

2. Comply with manufacturer's printed instructions for storing and protecting materials.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Construction Requirements

1. Per Section BC 2104.3, cold weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8C shall be implemented when either the ambient temperature falls below 40°F or the temperature of masonry units is below 40°F.

2. Salt or other chemicals for lowering the freezing temperature of the mortar shall not be used.

B. Hot Weather Construction Requirements

Per the requirements of Section BC 2104.4, hot weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8D shall be implemented when temperatures exceed 100°F, or 90°F with a wind velocity greater than 8 mph.

PART 2 - PRODUCTS

2.1 RECOMMENDED MANUFACTURERS (OR APPROVED EQUAL)

A. Aggregate for Concrete Masonry Units (CMU)

1. Northeast Solite Corporation, Mt. Marion, N.Y.
2. Norlite Corporation, Cohoes, N.Y.

B. Reinforcement and Ties

1. Hohmann & Barnard, Inc., Hauppage, N.Y.
2. Other manufacturers for specific products as specified herein.

C. Mortar Coloring

1. "SGS" Mortar Colors, Solomon Grind-Chem Services, Inc.
2. "True Tone Mortar Colors", Davis Colors, Rockwood Industries, Inc.
3. "Flamingo Colors ", Lehigh Corporation.

D. Mortar Dropping Collection Net

1. Mortar Net USA, Ltd., Gary, Indiana
2. Advanced Building Products Inc., Springvale, Maine.
3. Hohmann and Barnard, Inc., Hauppauge, NY
4. Wire-Bond, Charlotte, NC

E. Mortar Weeps

1. Mortar Net USA, Ltd., Gary, Indiana

2. Hohmann and Barnard, Inc., Hauppauge, NY

3. Wire-Bond, Charlotte, NC

2.3 MATERIALS

A. Base Materials

1. Portland Cement

a.	Type I	ASTM C150

2. Sand for Mortar Mix — ASTM C144
Sand shall be washed natural sand with 100% passing the No. 8 sieve.
Mix shall not contain chlorides.

3. Aggregate for CMU - 100% light-weight aggregate, expanded clay shale or slate (rotary kiln process). — ASTM C331

4. Aggregate for Masonry Grout — ASTM C404

5. Hydrated Lime — ASTM C207 Type "S"

6. Water: Shall be clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.4.

7. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts or chlorides. No liquid colorants shall be permitted.

8. Premixed sand and lime for mortar mixes is <u>not</u> permitted. The use of batched material by Spec-Mix and factory-packaged cement-lime-pigment by major mortar manufacturers is permitted. Each individual bag of material shall have the manufacturer's label identifying the mortar type.

B. Concrete Masonry Units (CMU)

1. Types

    a. Hollow Load-Bearing: ASTM C90. Aggregate shall conform to ASTM C331.

    b. Concrete Brick: ASTM C55, Type 1, Grade N-1, standard modular size. Aggregate shall conform to ASTM C33.

2. Size

    a. Nominal face dimension 8" x 16" or 8"x18"**,** except as noted otherwise.

    b. Provide half units, corner units, half-high units, "U" shaped lintel/bond beam units, and units of special size and shape or with multiple grinds, e.g., two faces, two ends, or any faces as required by the Drawings to accomplish the work.

3. Unit weight: Unit weight of concrete for CMU not to exceed 90 pcf when tested in accordance with ASTM C140 (105 pcf for the high strength CMU).

4. Fire ratings: Units manufactured with equivalent solid thicknesses, face shell thicknesses, web thicknesses, and other characteristics to obtain fire ratings as indicated on the Drawings.

5. Concrete masonry units shall be manufactured with a minimum of 3% pre-consumer content materials. A maximum ratio of 40% slag to Portland cement is permitted for cementitious materials and 20% recycled lightweight material to expanded clay shale, or slate for aggregate, as long as the required strength to meet ASTM C90 is met, the weights are the same, and the equivalent thickness to meet fire-resistance ratings is the same as block with 100% expanded clay, shale, or slate.

D. Joint Reinforcement and Ties

1. Material

    a. Reinforcement and Ties for Exterior Walls (includes back-up walls of cavity wall systems): Formed from stainless steel, 18-8, type 304.

        1) Sheet steel: (No. 2B Finish), cold-rolled, annealed, ASTM A240.

2) Wire steel: ASTM A951.

b. Reinforcement and Ties for Interior Walls: ASTM A951, hot-dip galvanized (after fabrication), ASTM A153.

c. Provide factory-fabricated corners and tees at corners and intersecting walls for continuous type reinforcing, such as truss type, except as indicated otherwise.

d. Width of truss and mesh reinforcement to place edge of reinforcement 1” from each face of masonry.

2. Manufactured Units. Units are listed by Hohmann & Barnard model number in order to establish a standard for comparison. For some units model numbers are also listed for products by Wire-Bond, Charlotte, NC; and product descriptions shall be the same as for the Hohmann & Barnard products. Deliver all units with manufacturer’s printed installation instructions.

a. Exterior Walls - Brick with Concrete Backup -All items to be stainless steel except for seismic clips:

Provide Thermally broken brick tie, to be 16 gage minimum, 1" wide. Tie diameter 3/16" of length to provide 2" embedment in brick. Provide multi-grooved rigid PVC Seismiclips for seismic interlock system. Provide 3/16" diameter Type 304 stainless steel continuous joint reinforcement wire.

H&B: 2-Seal Thermal Wing Nut Anchor, #187-A seismiclips and continuous joint reinforcement wire.

b. Interior Concrete Masonry Unit Walls – All items to be hot-dip galvanized: LOX-ALL #120 Truss-Mesh, 9 gage, of proper width for wall thickness. Deformations along each longitudinal rod for mortar bonding. Wire-Bond Truss Type Series 300.

c. Interior Concrete Masonry Unit Walls (Non-Loading Bearing) - All items to be hot-dip galvanized:

1) At Partition Junctures: #MWT, 1/2” square by 16 gage, of proper width for wall thickness. Wire-Bond #1900 Mesh Wall Tie.

2) For Wall Carried up Separately: #344 steel straps, 1/4" x $1^1/_2$" x 8" with 2 bent ends (90 degrees). Wire-Bond #3000Z Rigid Steel Tie.

d. Expansion and Control joints: "Slip-set stabilizer. Wire-Bond #1700 Control Joint Anchor.

E. Miscellaneous Accessories

1. Weeps: High Density polyester, polypropylene, or polyethylene woven mesh, 90% open, full height of adjacent brick x full width of joint. Recessed 1/4" from face of brick, and extending to back of brick. Color to be selected by Architect from manufacturer's standard colors.

a. "Weep Vent" by Mortar Net

b. "Mortar-Trap Weep Vent" by Hohmann & Barnard.

2. Mortar Collection/Deflection Device: High density polyethylene, polyester, or polypropylene open woven mesh of width to fill entire cavity after installation of the insulation. Provide double layer of material to ensure cavity is filled. Mesh shall be installed to create an up and down effect.

a. "Mortar Net" by Mortar Net, Inc.

b. "Mortar Break DT" by Advanced Building Products Inc.

c. "Mortar Trap" by Hohmann & Barnard, Inc.

d. "Cavity Net DT" # 3611 by Wire-Bond.

J. Reinforcing Steel

1. Deformed bars conforming to ASTM A615, Grade 60. Reinforcement to be welded shall conform to the requirements of ASTM A706, Grade 60.

2. Reinforcement in exterior construction, such as parapets, shall be galvanized in accordance with ASTM A767 or epoxy coated in accordance with ASTM A775. Touch up coating for galvanized material shall be in accordance with

ASTM A780. Touch-up epoxy coating in accordance with coating manufacturer's instructions.

K. Rigid Insulation

1. Insulation: Provide Dow CAVITYMATE EXP insulation at cavity wall joints, exterior of the vapor barrier. Provide required insulation to comply with NYCECCC. Installation is to be with adhesive as per manufacturer's requirements.

2.4 MIXES

A. Mortar (basic)

Shall conform to ASTM C270 and BIA M1-88. Provide Type I Portland cement. Masonry cement shall not be used as a substitute. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range, which may be near or slightly above the minimum strength of the next higher strength mortar (e.g. Type N many times is in the 2000 to 2500 range).

1. Type M: 1 part gray cement, 1/4 part lime, $3^{3}/_{4}$ parts dry sand. Minimum compressive strength shall be 2500 psi at 28 days. Not to be used!

2. Type S: 1 part gray cement, 1/2 part lime, $4^{1}/_{2}$ parts dry sand. Minimum compressive strength shall be 1800 psi at 28 days.

3. Type N: 1 part gray cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi at 28 days. Not to be used, except for exterior brickwork!

B. Mortar Color

Proportion mortar coloring with other mortar mix ingredients to obtain desired color, as approved by the Owner/Architect's representative. Provide white cement instead of gray cement where required to meet the desired color. Do not exceed 1 part pigment to 10 parts cement, by weight. If consistent color cannot be obtained, provide as a minimum premixed Portland cement and coloring from major cement manufacturer.

C. Grout for Masonry

1. Mixes

a. Fine Grout: 1 part Portland Cement, 0-1/10 part Hydrated Lime, $2^{1}/_{4}$-3 times the sum of volumes of cementitious materials of fine aggregate (Proportions by volumes).

b. Coarse Grout: 1 part Portland Cement, 0-1/10 part Hydrated Lime, $2^{1}/_{4}$-3 times the sum of volumes of cementitious materials of fine aggregate, and 1-2 times the sum of the volumes of cementitious materials of coarse aggregate (Portions by volume).

c. Aggregates for Mixes: ASTM C 404.

d. Slump: 8" minimum, 11" maximum.

e. Compressive Strength: At least equal to the strength of the masonry, and not less than 2000 psi as determined by ASTM C1019 - Method of Sampling and Testing Grout.

2. Location

a. For spaces less than 2" in any direction, use fine grout.

b. For spaces 2" and more in any direction, use coarse grout.

2.5 SOURCE QUALITY CONTROL

A. Ownership will assign a Special Inspector who will inspect the masonry construction under the requirements of Section BC 1704.5.

B. Preconstruction Testing

1. Preconstruction testing of mortar properties will be done in accordance with ASTM C780. The Contractor shall assist Ownership's laboratory by any means necessary and shall provide the mock-up prior to beginning the installation work to allow for adjustments of the mix if necessary. Do not proceed with masonry work until the preconstruction testing is completed. Contractor shall mix mortar as it intends for the actual construction.

2. Compressive strength tests of field mixed mortar and factory batched/prepackaged mortar are to be done during construction of the mock-

up, or earlier if desired by the Contractor, to provide a benchmark for the strength based on actual field conditions and proportioning of the mortar. If mortar strengths are too high or too low, proportions and material source may be required to be modified if directed by the Architect or Engineer of Record.

3. Preconstruction testing of masonry grout properties will be done in accordance with ASTM C1019. The Contractor shall assist the Ownership's laboratory by any means necessary and shall provide the mock-up prior to beginning the installation work to allow for adjustments of the mix if necessary. Do not proceed with masonry work until the preconstruction testing is completed. Contractor shall mix mortar as it intends for the actual construction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine all adjoining Work on which this Work is in anyway dependent for proper installation and workmanship. Report to the Architect and Owner any conditions that prevent the performance of this Work.

3.2 PROTECTION

A. Cover top of masonry wall with waterproof plastic membrane at the end of the work period**,** when work is not in progress**,** and at other times when Work needs to be protected from rain and other precipitation. Extend cover down sides as needed to thoroughly protect the Work.

B. During cold weather, do not use wet masonry units and frozen masonry units.

C. Do not use frozen materials or lay masonry on frozen materials; remove frozen materials from wall. Refer to Part 1 of this Section, "Environmental Requirements" for temperature restrictions.

D. Remove excess mortar from walls as soon after laying units as practicable to prevent staining and to facilitate cleaning of wall.

E. Brace walls as needed until sufficiently set, or until intersecting walls provide lateral support.

F. Prevent masonry cleaners from coming in contact with adjacent glass, metal, and other masonry surfaces such as cast stone. Protect adjoining glass and metal surfaces and all other adjacent materials and property from masonry operations.

3.3 MIXING PROCEDURES FOR MORTAR

A. Measure material by volume or equivalent weight. In measuring by volume, measure ingredients by container. Do not measure by shovel.

B. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency. Water retentivity must be appropriate for the IRA of the brick. Bricks of 3 grams per minute per 30 sq in require a lower water retentivity property to maintain production by allowing the mortar to give up the water easier to the brick.

C. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Do not over water to make mortar "soupy" as water retentivity must be appropriate for the IRA of the brick. Mortar shall be used within $2^1/_2$ hours after initial mixing. Limit amount of mortar batched at one time to stay within these requirements.

3.4 LAYING - GENERAL

A. Lay units true to dimensions, plumb and level, square; exterior and interior bond work in bond indicated on the Drawings or specified herein. Lay courses level and in plane with joints uniform; vertical joints spaced properly for plumb alignment. Provide masonry lines, plumb bobs, and utilize a 4 foot level to maintain wall within 1/4" of theoretical dimensions. Adjoining faces of brickwork sections, such **as** at expansion joints, relieving angles, etc, shall be flush with each other, unless specifically indicated otherwise on drawings.

B. Fill bed joints and cross joints solid with mortar. Furrowed bed and spotted cross joints not permitted. For hollow block units, apply mortar full length on all bearing surfaces.

C. "Tooth" temporary openings in exposed masonry walls, to maintain proper bond when closed.

D. Tool joints in exposed masonry with a concave jointer to provide a neat, smooth, compacted surface.

E. Rough cut joints in masonry that are to receive plaster, to provide good plaster bond.

F. Remove excess mortar, leaving masonry surface clean.

G. Cut brick and concrete masonry units with circular masonry wet saw.

H. Build-in miscellaneous metal inserts and other items not furnished under this Section but specified to be installed under this Section.

I. Lay brick in bond patterns as shown on the Drawings. If bond is not indicated on Drawings, use running bond, all stretchers.

3.5 FACE BRICK WORK

A. Lay face brick from scaffolding erected on face brick side of wall. Do not build or attach scaffolding into the brick face.

B. Use face brick for exterior walls, chimneys, bulkheads, and backs of parapets**,** except where concrete parapets are indicated.

C. At exterior relieving angles/lintels or other brick projections on exterior face of building, brick shall be placed such that the cores are not visible. Ensure lintels and relieving angles are placed such that cores will not be visible when brick is placed at its correct location.

D. Wet clay and shale brick which have initial rates of absorption of more than 30 grams for each 30 square inches per minute (ASTM C67). Wet brick sufficiently to prevent excess absorption of mortar moisture, but keep surface dry enough to obtain bond.

E. Lay with shoved joints, avoiding dry contacts between brick.

F. Lay not more than 5 courses before setting backup units.

G. Clean loose mortar from wall as brick is laid.

H. Leave openings for mechanical trades work, then close up solid after mechanical installations are completed.

I. Provide weep holes in the head joints of the first two courses of masonry above wall flashing (space at 24" o.c. linear in each course, staggering the first course with the second course). Provide weep holes at other locations as denoted on the Drawings.

J. Construct 1/2” wide vertical expansion joints at locations indicated on the drawings. If not indicated, provide at approximately 25’-0” o.c. and within 5’-4” from the corners.

3.6 CAVITY WALL

A. Keep the cavity free of mortar droppings. Do not permit mortar to collect on ties and bridge across the cavity.

B. Provide continuous row of mortar mesh at base of wall, over relieving angles and lintels, at all locations with flashing and weep holes, and as indicated, directly on flashing. Flashing shall extend above top of mortar mesh except where indicated otherwise. Trim mortar mesh to size indicated on the Drawings.

C. In laying up the wall, keep the cavity clean of mortar droppings by temporarily placing a wood strip 2" high and full width of cavity on each succeeding course of anchors as they are installed, removing the strip, cleaning it off, and reinserting it on the next course of anchors before laying up the next portion of wall. Do not leave any wood strips in the cavity.

D. Prepare CMU backup for application of fluid applied membrane air/vapor barrier specified in Division 7. Mortar joints shall be completely filled and struck flush with unit masonry. Leave surfaces clean, and without projections, voids, cracks, contaminants, or other irregularities that would hinder proper application of the membrane. Clean mortar droppings from surfaces and brick ties.

E. Provide reinforcement between brick and backing.

F. Upon inspection and when directed by the Ownership after the wall has been topped out at each level below the flashing or lintel line, flood the cavity with water prior to installation of the brick above to verify that all weeps drain freely and no water passes the backing.

3.7 BUILDING BRICK (COMMON BRICK) WORK

A. Use building brick or face brick for infilling walls of solid brick construction such as at piers, filling around structural members, solid brick parapets, and for all masonry where brick work is indicated, and for which face brick, SFT, concrete block, or other material is not shown or specified. All joints within the solid masonry construction shall be filled solid.

B. Lay up with Type N mortar, except when within 8" of cut stone work, use Type N "White" mortar.

C. When exterior door frames are not in place at the time adjacent walls are being erected, set hot-dip galvanized steel anchors in masonry every sixth course to provide adequate anchorage for door frames to masonry when door frames are installed.

D. When brick is used for back-up wall for limestone, laying of brick shall not commence until parging for limestone is dry.

E. Provide weep holes or open side joint as required.

3.8 CONCRETE MASONRY UNITS (CMU)

A. General

1. Lay blocks with cells vertical. Provide running bond unless shown otherwise on the Drawings or as indicated below, bonded at corner angles. Fill cores containing vertical reinforcement with masonry grout for full height**,** as the wall is erected.

2. Where interior partitions intersect other partitions or walls, bond together with metal wall ties spaced 2'-0" o.c. min., vertically. Refer to Article on "Reinforcement".

3. Where interior walls are to be furred with soap units, secure furring with steel ties, spaced one for each 4-square feet.

4. Provide grout in cores of blocks at jambs, parapets, under lintels, and where indicated on the Drawings.

5. Bond beam units shall be filled with lightweight concrete having a minimum compressive strength of 3000 psi and reinforced as shown on details.

B. Horizontal and Vertical Face Joints

1. Make joints uniform and 3/8" thick, unless otherwise indicated.

2. Shove vertical joints tight.

3. Tool joints with a concave smooth, non-staining tool, when thumb print hard, at surfaces to be painted or exposed.

4. Point joints tight with a trowel, in unparged masonry below grade.

5. Strike mortar joints flush in surfaces to be plastered, stuccoed, covered with other masonry, or which are otherwise concealed from view. Prepare masonry for application of fluid applied membrane air/vapor barrier as indicated herein in Article titled “Cavity Wall”.

C. Exposed and Painted Surfaces

1. Smooth, even texture, free of chips, cracks, or other imperfections and free from any material that will stain paint.

2. External corners in all rooms and spaces, except for utility and service areas, shall be formed with bull-nose blocks. Bull-nose blocks shall be factory fabricated**.**

D. Control Joints

1. Construct 1/2" wide vertical control joints in partitions. Provide control joints at a distance not more than 1.5 times the height of the wall or 25’-0” on center, whichever is less, and where indicated on the Drawings.

2. Joints to extend full height of partition (floor to underside of slab or beam).

3. Continue control joints through wainscoting.

4. Filler

a. Polyethylene Foam Bar, or

b. Polyurethane Type Filler

c. Width as required for partition thickness, minus 1".

d. Install filler as partition is erected.

e. Filler to extend full height of joint.

3.10 CHASES (IN PARTITIONS)

A. Construct chases for mechanical work built into partitions. Do not cut into masonry.

B. After the installation of mechanical work in chases has been completed and approved, fill chases solid with masonry, mortar, concrete, or grout. Make necessary provisions for anchoring SFT or acoustic blocks, wainscots, or facings.

3.11 REINFORCEMENT

A. General

1. Brick ties: Shall be embedded a minimum of the midpoint of the brick to 2” into brick, exclusive of the seismic clip and wire. Wire shall be 3/4” to 1” back from the face of the joint.

2. Block ties: Shall be embedded a minimum of 2/3 the block width

B. Exterior Walls - Brick with concrete back-up:

Provide ties at 16" o.c. vertical spacing, 24" o.c. horizontal spacing.

C. Exterior Walls - Brick with concrete masonry unit (CMU) back up:

1. Provide truss/ladder type horizontal joint reinforcement/box tie system between block and veneer brick, continuous at alternate block courses (16" o.c.), with loops spaced at 16" o.c. horizontally, maximum. Provide seismic interlock system, including seismic clips, and continuous wire. Provide retainer washer at each set of loops to lock insulation in place**.**

2. Provide column anchor to anchor block masonry to steel columns when columns are not encased in concrete. Provide anchors in pairs, spaced 16" o.c. maximum vertically.

3. Provide ties with interior partitions at 16” o.c.

4. Provide spandrel anchor to anchor block masonry to steel spandrels. Provide anchors spaced 16” o.c. maximum vertically.

5. Install reinforcing bars in cells and bond beams at locations and spacing indicated on Drawings.

D. Interior Concrete Masonry Units and Glazed Concrete Block Walls:

1. Provide mesh continuous at every third block course.

2. Provide ties at 24" o.c. vertical spacing. Embed in masonry 4" minimum each wall.

3. Provide straps at 48" o.c. vertical spacing.

E. Expansion joints and control joints

Install “slip-set” stabilizer at 24” o.c. vertically in all masonry control and expansion joints of masonry partitions, CMU walls, and multi-wythe brick walls/parapets.

F. Lap ends of adjoining strips of continuous reinforcement 6".

G. Size (width) of reinforcement as required for 4", 6", 8", 10" partitions.

H. In partitions where control joints are indicated, keep reinforcement 1" short of each end of blocks at control joint.

I. Install continuous reinforcement over all door openings in first and second mortar joints above doorframe or lintels.

J. Provide galvanized steel bent straps secured to slab, to brace tops of interior masonry partitions. Installation shall permit vertical deflection of slab. Refer to Drawing details.

K. Structural Reinforcement Installation

1. Where reinforcement is anchored to slab, drill hole 1/8” larger than bar diameter and set in epoxy HILTI HY 200 or approved equal. Holes are to be brushed and air-blown clean prior to pouring of epoxy. Hole depths to be 3” minimum unless indicated otherwise in Contract Documents. Adhesive anchor systems with ICC certification in cracked concrete are acceptable and are to be installed in accordance with the ICC certification. Submit product data to Engineer of Record for approval

2. Provide a minimum 20” lap at splices, tying bars together or using mechanical fasteners.

3. Cells of hollow masonry units containing reinforcing bars are to be filled completely with masonry grout.

4. Install reinforcing bars in bond beam units at depths indicated on drawings. Bars are to be continuous lengths in bond beams over masonry openings.

5. Where indicated, weld reinforcement to steel in accordance with AWS D1.4 and the manufacturer’s written instructions. Keep electrode dry. Oven dry electrode after exposing it for more than 6 hours. Touch-up damaged coatings and weld area upon completion.

6. For reinforcement in solid wythe brick, ensure bars are completely surrounded with grout. Cut brick in inner wythe as required.

3.12 FIELD QUALITY CONTROL

A. Ownership will assign under the requirements of Section BC 1704.5 a Special Inspector who will inspect the masonry construction. Where post-installed anchors are utilized, the Special Inspector will perform Special Inspection on post-installed anchors as per Section BC 1704.32. Adhesive anchors installed in concrete in a horizontal or upwardly inclined position supporting sustained tension loads shall be installed under continuous Special Inspection as required by paragraph D9.2.4 of ACI 318-11.

B. The Special Inspector will make inspections and any testing deemed necessary. Testing of mortar properties shall be in accordance with ASTM C780. Mortar suspected or tested to be too strong or too weak will be subject to petrographic analysis or other methods deemed necessary by the Engineer of Record and Special Inspector. Testing of masonry grout shall be in accordance with ASTM C1019. The Contractor shall pay for all tests if they verify improper work. Inspections will include, but not be limited to, the following:

1. Proper installation of reinforcement and placement of brick on angles.

2. Proper installation of mortar, including proportioning and mixing. Those mortar properties listed in the Appendix of ASTM C780 are to be tested at the discretion of the Special Inspector or the Architect/Engineer of Record Mortar strengths, when tested, will be determined in accordance with ASTM C780 using cylinders.

3. Proper installation of weeps, flashing, drip edges, mortar mesh, cleaning of cavity (if cavity wall construction), etc.
4. For cavity wall construction, all bed and head joints are filled completely. At solid masonry construction, all bed, head, and collar joints are filled completely.

D. If any results are found to be not in conformance with the applicable ASTM, industry practice, and the Specifications the masonry in question shall be removed and redone. Pay for testing if results of testing verify improper workmanship or proportions not in conformance with the specifications and ASTM standards.

F. Cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing.

3.19 CLEANING

A. Before cleaning masonry walls, examine faces for holes, cracks, and other defects. If corrections cannot be made to provide an appearance acceptable to the Project Architect, replace defective units.

B. Exterior Masonry

1. After completion of laying and the completion of other adjacent work liable to soil masonry, clean face work and point all open joints.

2. Start cleaning operations at top and proceed downward, using solution not detrimental to material or mortar.

3. Use only masonry cleaners approved by the manufacturer of the specific face brick and follow the brick manufacturer's instruction for use of the product. Perform a mock-up of the cleaning procedure in the presence of the cleaner manufacturer’s representative and Architect’s field representative. The use of muriatic acid is not approved.

C. Concrete Masonry Units

1. Clean wall surfaces to be painted; rub with carborundum stone: remove mortar from surfaces; remove rough edges from joints.

2. Point up holes and joints. Brush with stiff bristle brush. Leave surface in condition to receive paint.

3. Clean other wall surfaces with stiff-bristle brush.

4. Do not use wire brush.

END OF SECTION

* * *

SECTION 04250
TERRA COTTA

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Provide all terra cotta work as indicated on the Drawings and as specified herein.

B. Match color, shape, and texture of existing terra cotta units. Detail, furnish, and install all support, anchorage, and connection devices and coordinate size and configuration with all other elements of the Work.

C. Patch, stain and make glaze coat repairs to existing terra cotta.

D. Coordinate the work of this Section with Sections 04200 and 04520.

1.02 RELATED SECTIONS

A.	Unit Masonry	Section 04200
B.	Masonry Restoration	Section 04520
C.	Flashing and Sheet Metal.....	Section 07600
D.	Joint Sealers	Section 07900

1.03 DESIGN REQUIREMENTS

A. Anchorage details are shown schematically. Contractor is to engage an Engineer licensed in the state of New York to verify anchorage and modify as required to the Building Code. The method of attachment to each type of substrate shall be designed to adequately resist wind pressure, uplift, and other loads for project location.

B. Setting mortar shall be type S. Pointing mortar shall be Type N. No air-entraining admixtures or material containing such shall be permitted in the mortar. Also, no anti-freeze compounds, calcium chloride, or other compounds, unless expressly permitted otherwise, shall be permitted in the mortar.

1.04 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society for Testing and Materials (ASTM).

A240 Standard Specification for Chromium and Chromium Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels and General Applications.

C67 Standard Methods of Sampling and Testing Brick and Structural Clay Tile.

C126 Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.

C144 Standard Specification for Aggregate for Masonry Mortar.

C150 Standard Specification for Portland Cement.

C207 Standard Specification for Hydrated Lime for Masonry Purposes.

C212 Standard Specification for Structural Facing Tile

C270 Standard Specification for Mortar for Unit Masonry.

C404 Standard Specification for Aggregates for Masonry Grout.

C476 Standard Specification for Grout for Reinforced and Nonreinforced Masonry.

B. A.I.A. File No. 9 - Public Works Specifications, Ceramic Veneer.

1.05 SUBMITTALS

A. Product Data

Submit manufacturer's specifications, including installation instructions and instructions for handling and storage of terra cotta.

B. Shop Drawings

1. Provide Shop, fabrication, and setting Drawings showing sections, dimensions, weeps**,** supports, anchors, reglets, flashing, installation details, etc. Shop drawings shall indicate all contiguous materials in contact with the terra cotta. Do not fabricate until shop drawings are approved.

C. Samples

1. Submit 3 samples, size 12" x 12", showing color, surface finish and gloss of surface glaze.

2. Submit 3 samples of each type of anchoring devices.

3. Mortar sample showing color.

4. Full size prototype with ceramic finish of each replacement terra cotta piece and each patch.

D. Quality Control Submittals

1. Certificates

a. Furnish notarized Building Department affidavit from masonry manufacturer (Form 10H) stating materials delivered to project comply with the Specification requirements.

b. Furnish notarized Building Department affidavit from masonry supplier (Form 10J) stating materials delivered to project comply with the Specification requirements.

2. Contractor Qualifications: Provide proof of Manufacturer, Installer, Mechanics, Adhesive Anchor Installer and Engineer qualifications specified under “Quality Assurance”.

4. Mock-up: Provide mock-ups as indicated under Quality Assurance.

1.06 QUALITY ASSURANCE

A. Qualifications

1. Installer: Company specializing in the repair and installation of terra cotta shall have a minimum of five years experience and shall have worked on at least two projects with similar quantities of materials used. Mechanics

installing the work shall have a minimum of three years experience installing terra cotta.

2. Installers shall furnish proof of their manufacturer's directed training and approved applicator status. All applicators, not just foreman shall provide this.

3. Adhesive Anchor Installer: Installer for adhesive anchors installed in a horizontal or upwardly inclined position supporting sustained tension loads shall be certified per ACI Appendix D9.2.2 as per Section BC 1912 of the 2014 NYC Building Code.

B. Mockups

1. General

a. Construct samples to conform to appearance and workmanship as indicated in the Drawings and Specifications.

b. Use approved samples for a standard of comparison for the Project. All Work shall conform in workmanship and appearance to that of the approved samples.

c. If not approved, remove sample and install new samples, repeating the process until samplel is approved.

d. Do not proceed with Work until samples are approved in writing by the Project Architect/Engineer.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in undamaged condition. Store in an enclosed location or off the ground with waterproof covering as needed to protect all materials from moisture, contaminants, corrosion, deleterious temperature changes, and other harmful conditions.

B. Packaged Products

1. Deliver materials to the site in manufacturer's original, sealed containers. Do not deliver materials that have exceeded shelf life limitation set forth by the manufacturer. Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable). This includes individual bags of pre-bagged mortar mixes.

2. Comply with manufacturer's printed instructions for storing and protecting materials.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Construction Requirements

1. Per Section BC 2104.3, cold weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8C shall be implemented when either the ambient temperature falls below 40°F or the temperature of masonry units is below 40°F.

2. Salt or other chemicals for lowering the freezing temperature of the mortar shall not be used.

B. Hot Weather Construction Requirements

Per the requirements of Section BC 2104.4, hot weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8D shall be implemented when temperatures exceed 100°F, or 90°F with a wind velocity greater than 8 mph.

C. Wetting of Clay Masonry Units

Provide prewetting of masonry for units with initial rates of absorption that require their wetting before laying (21.42 grams per 30 square inches or 0.025 ounce psi).

PART 2 - PRODUCT

2.01 MANUFACTURERS

A. Patching Mortars, Stains and Glaze Coats.

1. Cathedral Stone.

2. Conproco.

B. Reinforcement and Ties

1. Hohmann & Barnard, Inc., Hauppage, N.Y.

C. Adhesive Anchors

1. Hilti

2. ITW Red Head

3. Powers Fasteners

2.02 MIXES

A. Mortar Types

1. All Mortar:

a. Comply with ASTM C270 and BIA-M1-88.

b. Provide Type I Portland cement. Masonry cement shall not be used as a substitute.

c. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range of the mortar, which should generally be near the minimum strength of the next higher strength mortar.

d. The maximum strength of each mortar shall generally not exceed the minimum strength of the next higher strength mortar type.

e. Air content of mortar shall be less than 12%.

2. Provide the following:

a. Setting Mortar: Type S of the following proportions; 1 part Portland cement, 1/2 part lime, $4^1/_2$ parts dry sand. Minimum compressive strength shall be 1800 psi.

b. Pointing Mortar: Type N of the following proportions; 1 part Portland cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi.

c. Mortar grout for grouting behind units with spaces between 5/8” to 3/4": Setting mortar with additional water.

d. Peas Gravel Grout where space behind unit is greater than 3/4" or for filling large cells: 1 part Portland cement, 3 parts sand, and 2 parts graded gravel passing the 3/8" sieve.

e. Proportion mortar coloring with other mortar mix ingredients to obtain desired color, as approved by the Project Architect. Provide white cement instead of gray cement where required to meet the desired color. Do not exceed 1 part pigment to 10 parts cement, by weight. If consistent color cannot be obtained, provide as a minimum premixed Portland cement and coloring from major cement manufacturer.

2.03 FABRICATION OF REPLACEMENT UNITS.

A. Field measure existing units and produce molds from existing units to replicate work. Based on these, create shop drawings If existing units are damaged and details are missing, recreate missing details in the pieces or if units are missing, create new design based on similar adjacent pieces or existing photographs.

B. Fabricate terra cotta pieces in accordance with approved shop and setting drawings.

C. All joints shall be straight and true. All units shall be laid out in the factory to test it for uniformity of joint widths and overall dimensions. When necessary to secure accurate dimensions and uniform joint widths, the material shall be sized straight and true.

D. Notify Architect 10 days prior to shop assembly.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine all adjoining Work on which this Work is in anyway dependent for proper installation and workmanship. Report to the Authority any conditions that prevent the performance of this Work.

3.02 PREPARATION AND PROTECTION

A. Protection

1. Protect adjacent surfaces not being restored. Protect sills, ledges, and projections from material droppings. Also, protect any painted surfaces that are not included in the Work from impact or damage.

2. Cover top of masonry wall with waterproof plastic membrane at the end of the work period and at other times when Work needs to be protected from rain and other precipitation. Extend cover down sides as needed to thoroughly protect the Work.

3. During cold weather, do not use wet masonry units and frozen masonry units.

4. Do not use frozen materials or lay masonry on frozen materials; remove frozen materials from wall. Refer to Part 1 of this Section, "Environmental Requirements" for temperature restrictions.

5. Remove excess mortar from walls as soon after laying units as practicable to prevent staining and to facilitate cleaning of wall.

6. Scaffolding shall not be supported from a parapet wall on which work is being performed.

7. Work on the exterior face of a parapet wall shall not be done concurrently with work on the interior face of the parapet wall.

B. Preparation

1. Carefully remove existing units to be replaced, without causing damage to adjacent areas.

2. Fill in void spaces in back-up masonry and paint existing steel members. Carefully examine substrate construction before installing the work; correct as necessary to provide a plumb and true substrate to accommodate a proper installation of the terra cotta units. Install new back-up masonry as indicated. Perform work in conjunction with Section 04520 and 04200.

3. Surface Preparation

a. Cut out damaged existing terra cotta as required to reach sound, solid material.

b. Prepare edges of patching areas in accordance with patching mortar manufacturer’s requirements, creating shoulders. Do not feather edge mortar.

c. Remove dirt, dust, and foreign material from surfaces.

d. Where ties are to be welded to existing steel members, grind surface at weld area to shiny metal.

3.03 MIXING PROCEDURE FOR MORTAR

A. Measure material by volume or equivalent weight. In measuring by volume, use a container to measure ingredients. Do not measure by shovel.

B. Setting Mortar

1. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency.

2. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Mortar shall be used within $2^1/_2$ hours after initial mixing. Limit amount of mortar batched at one time to stay within these requirements.

C. Pointing Mortar

1. Add sufficient water to dry mix to produce a damp mix that will retain it shape when pressed into a ball by hand. Mix from 3 to 7 min. in a mechanical mixer.

2. Let mortar stand for not less than 1 hour nor more than 1½ hours for prehydration. Add sufficient water to bring mortar to proper consistency for tuck-pointing, somewhat drier than mortar used for laying units.

3. Use mortar within $2^1/_2$ hours of its initial mixing; tempering is permitted only once after bringing mortar to proper consistency.

3.04 INSTALLATION

A. Install patching mortars, stains and glaze coats in accordance with manufacturers recommended instructions.

B. Field cutting: Where cutting is required to accommodate non-standard conditions, use power saw with water-cooled abrasive or diamond blade and rigid cutting templates. Do not reduce strength of terra cotta by cutting webs and partitions.

C. Fill terra cotta formed cavities exposed by the repair work and containing reinforcement and other locations indicated on approved shop and setting drawings with mortar. Place and consolidate grout without displacing reinforcement. Ensure that steel reinforcement, supports, anchors, and ties are encased with mortar and permanently protected from corrosion.

D. Mortar joints:

1. Size 3/8” wide or to match existing, whichever is smaller. Minimum size shall be 1/4". Joint width is to be taken into account in manufacturer of units.

2. Rake joints back 3/4" to allow for installation of pointing mortar, except as noted in 3 below.

3. At transverse joints of flat surfaces (skyward facing joints), rake back mortar 1/4” to allow for installation of sealant and lead joint tees. Sealant is to come down vertical face 1”. After curing, install bond breaker tape and sealant.

4. Pointing of Mortar Joints

a. Wet joint thoroughly and repeatedly prior to pointing and between lifts. There shall be no free standing water at the time of mortar application.

b. Point in two lifts. Pack joint to within 3/8” of surface on first lift. Allow first lift to set prior to pointing second lift.

c. As soon as final lift has set, tool joint to form concave vertical and horizontal joints of uniform thickness. Where units are adjacent to existing units, match joint finish. Point joints as work progresses.

d. After initial 24 hour set, moisten joints regularly until mortar is fully cured in 28 days.

3.05 PROTECTION AND CLEANING

A. Protect face of adjacent walls and surfaces from water, mortar, and grout used for terra cotta installation.

B. Remove excess mortar and mortar smears as work progresses.

C. After mortar has cured (a minimum of 30 days), clean soiled surfaces with detergent and clean water. Use fiber brushes and cloths. Do not use metallic tools or acids. Perform a mock-up of the cleaning procedure**.**

D. Protect terra cotta from subsequent construction operations. If damage occurs, remove and replace damaged components as required to provide terra cotta in original, undamaged condition.

END OF SECTION

SECTION 04520

MASONRY RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. Provide all masonry restoration Work as indicated on the Drawings and as specified herein.

B. Replacement of parapet or full depth walls is described in Section 04200.

1.2 RELATED SECTIONS

A. Unit Masonry ..... Section 04200

B. Joint Sealers ..... Section 07900

1.3 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society for Testing and Materials (ASTM)

C126 Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.

C144 Standard Specification for Aggregate for Masonry Mortar.

C150 Standard Specification for Portland Cement.

C207 Standard Specification for Hydrated Lime for Masonry Purposes.

C270 Standard Specification for Mortar for Unit Masonry.

C404 Standard Specification for Aggregates for Masonry Grout.

C476 Standard Specification for Grout for *Reinforced* and Nonreinforced Masonry.

C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

B. Brick Industry of America (BIA): BIA Technical Notes

1.4 SUBMITTALS

A. Product Data

1. Portland Cement: Brand and manufacturer's name.

2. Lime: Brand and manufacturer's name.

3. Mortar Pigments: Brand and manufacturer's name.

4. Packaged Products: Manufacturer's specifications and application instructions.

5. Sand: Location of pit, name of owner, and previous test data.

6. Masonry reinforcement, anchors and helical masonry ties.

B. Shop Drawings

If bracing/shoring of the masonry is required, submit stability drawings and calculations prepared, signed and sealed by a New York State Professional Engineer or Registered Architect.

C. Samples

Deliver to the Site for comparison with existing masonry.

1. Mortar for Exposed Joints and Cracks: Each required type, minimum 12" long by full thickness, showing finish and color.

2. Masonry Units: Each required type, full size, showing finish and full color range. Remove one unit of each existing type in order to allow for full size comparison.

3. Masonry reinforcement, anchors and helical masonry ties.

D. Quality Control Submittals

1. Schedule of Uses: By mortar type.

2. Certificates

   a. Furnish notarized Building Department affidavit from masonry manufacturer (Form 10H) stating materials delivered to project comply with the Specification requirements.

   b. Furnish notarized Building Department affidavit from masonry supplier (Form 10J) stating materials delivered to project comply with the Specification requirements.

3. Tests

   a. Provide test reports on masonry units utilized showing conformance to specification requirements. Reports shall be dated within two years of project.

4. Contractor Qualifications: Provide proof of manufacturer and installer qualifications specified under "Quality Assurance".

5. Mock-up: Provide mock-ups as indicated under Quality Assurance.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Company specializing in the Work of this Section shall have a minimum of three years experience and at least three successful projects with similar quantity of materials.

B. Regulatory Requirements

Building Code: Work of this Section shall conform to all requirements of the NYC Building Code and all applicable regulations of governmental authorities having jurisdiction, including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern.

C. Certification

Masonry construction shall conform to the material acceptance, certification and inspection requirements of Section BC 1701 of the **2014** NYC Building Code.

D. Mock-ups

1. Prior to performing the Work of this Section, prepare at the job site sample panels of not less than 12 sq ft for each type of masonry restoration Work required, including cutting of joints prior to and after pointing. Sample panels shall be at locations indicated on the Drawings or where directed by Ownership's Representative. Inconspicuous locations will be chosen, except where it is necessary to choose other locations to be representative of brick color, joint size, mortar color, and other aspects of masonry appearance.

2. Clean masonry and mortar of the mock-up area and surrounding area to expose the true color of the masonry prior to preparing sample panels. Cleaning materials shall not damage masonry surface. Do not proceed further with the Work until the sample panel has been approved by Ownership's Representative. Approved samples will be used as quality standards for the Work. Maintain approved samples at the Site until the Work is completed. Once the panel is approved, do not change materials or proportions of mortar mixes unless approved by the Architect or Engineer of Record. Sample panels may be a portion of existing masonry that is to be restored, at a location directed by Ownership's Representative.

3. All technicians performing masonry removal and joint cutting must successfully complete five linear feet of cutting and raking of mortar joints in the presence of Ownership's representative. Unsuccessful performance of this test is grounds for the rejection of the technician for this project.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Products

1. Deliver materials to the site in manufacturer's original, sealed containers. Do not deliver materials that have exceeded shelf life limitation set forth by the manufacturer. Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable). This includes individual bags of pre-bagged mortar mixes.

2. Comply with manufacturer's printed instructions for storing and protecting materials.

B. Bulk Aggregate

Store in a manner which will keep aggregate clean and protected from the weather elements.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Construction Requirements

1. Per Section BC 2104.3, cold weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8C shall be implemented when either the ambient temperature falls below 40°F or the temperature of masonry units is below 40°F.

2. Salt or other chemicals for lowering the freezing temperature of the mortar shall not be used.

C. Hot Weather Construction Requirements

Per the requirements of Section BC 2104.4, hot weather construction provisions of TMS 602/ACI 530.1/ASCE 6 Article 1.8D shall be implemented when temperatures exceed 100°F, or 90°F with a wind velocity greater than 8 mph.

C. Wetting of Clay Masonry Units

Provide prewetting of masonry for units with initial rates of absorption that require their wetting before laying (21.42 grams per 30 square inches or 0.025 ounce psi).

PART 2 – PRODUCTS

2.1 RECOMMENDED MANUFACTURERS (OR APPROVED EQUAL)

A. Reinforcement and Ties

1. Hohmann & Barnard, Inc., Hauppage, N.Y.

2. Other manufacturers for specific products as specified herein.

B. Mortar Coloring

1. "SGS" Mortar Colors, Solomon Grind-Chem Services, Inc.

2. "True Tone Mortar Colors", Davis Colors, Rockwood Industries, Inc.

3. "Flamingo Colors ", The Riverton Corporation.

C. Masonry Cleaner

1. ProSoCo, Inc., South Plainfield, N.J.

2. Sure-Kleen

D. Restoration Mortar

1. Cathedral Stone Products

2. Conproco Corporation

2.2 MATERIALS

A. Base Materials

1.	Portland Cement: Type I	ASTM C150
2.	Sand for Mortar Mix Sand shall be natural sand matching the gradation and color of the existing mortar aggregate.	ASTM C144
3.	Hydrated Lime	ASTM C207 Type "S"

4. Water: Shall be clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.4.

5. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts. No liquid colorants shall be permitted.

6. Premixed sand and lime for mortar mixes is <u>not</u> permitted. The use of batched material by Spec-Mix and factory-packaged cement-lime-pigment by major mortar manufacturers is permitted. Each individual bag of material shall have the manufacturer's label identifying the mortar type.

7. No air-entraining admixtures or material containing such shall be permitted in the mortar. Also, no anti-freeze compounds, calcium chloride, or other compounds, unless expressly permitted otherwise, shall be permitted in the mortar.

B. Masonry Units

1. Match existing units in type, grade, size, appearance, texture, and color unless otherwise indicated. Provide multiple types, sizes, and colors of brick to match existing brick patterns.

2. In addition to 1. above, brick shall be clay or shale, ASTM C216, grade SW, solid. Brick shall be tested for efflorescence in accordance with ASTM Test Methods C67 and the rating shall be ”Not Effloresced”.

3. Lip brick are to be factory manufactured only. Do not use field cut lip brick.

4. Use 100% solid brick over exterior relieving angles/lintels or other brick projections on exterior face of building. (Use of solid brick with cores is acceptable if cores are filled solid with mortar and the cores are not visible to view.)

C. Accessories:

1. Material

a. Reinforcement and anchors

1) Refer to Section: 04200

b. Manufactured Units: All manufactured units shall be as follows:

1) Refer to Section: 04200

c. Mortar mesh: "Mortar Net" high density polyethylene or nylon, full width of cavity, with stepped top to catch mortar droppings.

D. Helical Masonry Ties for Stabilization of Existing Masonry Walls:

1. Ties shall be fabricated from round stock stainless steel, Type 304, subject to the requirements specified herein. Tie diameters available: 8mm, 10mm. Sizes, type and length of ties shall be as recommended by the helical tie manufacturer's Company Field Representative (CFR) based on pull out load tests performed at the site and field conditions. A minimum 10mm diameter ties shall be used for cinder block.

2. Where necessary, as in ties installed through mortar joints into concrete backup, provide asymmetric helical ties.

E. Masonry Repair Mortar:

1. Material shall be capable of filling the holes created due to the installation of the helical masonry ties in bricks. Material shall match properties of the existing natural material, be freeze-thaw resistant and shall be color to match the existing bricks.

2. Masonry repair mortar for bricks shall be Jahn Repair Mortar M100 as manufactured by Cathedral Stone Products, **Mimic by Conproco**, or Custom Series 45 as manufactured by Edison Coatings, Inc., or approved equal.

2.4 MIXES

A. Mortar Types

1. All Mortar:

a. Comply with ASTM C270 and BIA-M1-88**.**

b. Provide Type I Portland cement. Masonry cement shall not be used as a substitute.

c. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range of the mortar, which should generally be near the minimum strength of the next higher strength mortar.

d. The maximum strength of each mortar shall generally not exceed the minimum strength of the next higher strength mortar type. The preconstruction testing will determine the general range of strengths to be found and may end up higher than the threshold above.

e. Air content of mortar shall be less than 12%.

2. Rebuilding/Setting Mortar; Type N: 1 part Portland cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi.

3. Repointing Mortar: Comply with ASTM C 270, X3 Tuck Pointing Mortar.

a. Brick: (Type O) 1 part Portland cement, 2 parts lime, 7 parts dry sand. Minimum compressive strength shall be 350 psi.

B. Mortar Color

For exposed mortar, select materials (complying with the requirements) and proportion pigments with other ingredients as necessary to match the color and texture of existing corresponding materials. White Portland cement and colored aggregates similar to the existing may be used as required to accomplish the matching of mortar color desired.

2.5 SOURCE QUALITY CONTROL

A. Ownership will assign a Special Inspector who will inspect the masonry construction under the requirements of Section BC 1704.5.

B. Preconstruction Testing

1. Preconstruction testing of mortar properties will be done in accordance with ASTM C780. The Contractor shall assist the Ownership's laboratory by any means necessary and shall provide the mock-up prior to beginning the installation work to allow for adjustments of the mix if necessary. Do not proceed with masonry work until the preconstruction testing is completed. Contractor shall mix mortar as it intends for the actual construction.

2. Compressive strength tests of field mixed mortar and factory batched/prepackaged mortar are to be done during construction of the mock-up, or earlier if desired by the Contractor, to provide a benchmark for the strength based on actual field conditions and proportioning of the mortar. If mortar strengths are too high or too low, proportions and material source may be required to be modified if directed by the Architect or Engineer of Record.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine all adjoining Work on which this Work is in anyway dependent for proper installation and workmanship. Report to the Ownership any conditions that prevent the performance of this Work.

3.2 PREPARATION AND PROTECTION

A. Protection

1. Protect adjacent surfaces not being restored. Protect sills, ledges, and projections from material droppings. Also protect any painted surfaces that are not included in the Work from impact or damage.

2. Cover top of masonry wall with waterproof plastic membrane at the end of the work period and at other times when Work needs to be protected from rain and other precipitation. Extend cover down sides as needed to thoroughly protect the Work.

3. During cold weather, do not use wet masonry units and frozen masonry units.

4. Do not use frozen materials or lay masonry on frozen materials; remove frozen materials from wall.

5. Remove excess mortar from walls as soon after laying units as practicable to prevent staining and to facilitate cleaning of wall.

6. Brace walls as needed until sufficiently set, or until intersecting walls provide lateral support.

7. Scaffolding shall not be supported from a parapet wall on which work is being performed.

8. Work on the exterior face of a parapet wall shall not be done concurrently with work on the interior face of the parapet wall.

B. Surface Preparation

1. Prepare surfaces to be restored in compliance with product manufacturer's printed instructions and as specified.

2. Remove dirt, dust, and foreign material from surfaces to be restored.

3. Clean areas to be restored with compressed air or water flushing, except as otherwise recommended by the mortar manufacturer.

C. Material Preparation

1. Do not further wet concrete masonry units and stone that are already wet.

2. Wet bricks that have a high initial absorption rate (greater than 20 g/min). Wet bricks until water runs off. Install bricks when surface is slightly damp.

3. Prepare exposed mortar to match the color and appearance of existing adjoining mortar.

3.3 MIXING PROCEDURE FOR MORTAR

A. Measure material by volume or equivalent weight. In measuring by volume, use a container to measure ingredients. Do not measure by shovel.

B. Rebuilding/Setting Mortar

1. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency.

2. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Use mortar within $2^{1}/_{2}$ hours of its initial mixing; tempering is permitted only once and during the first hour only. Limit amount of mortar batched at one time to stay within these requirements.

C. Pointing Mortar

1. Add sufficient water to dry mix to produce a damp mix that will retain it shape when pressed into a ball by hand. Mix from 3 to 7 min. in a mechanical mixer.

2. Let mortar stand for not less than 1 hour nor more than 1½ hours for prehydration. Add sufficient water to bring mortar to proper consistency for tuck-pointing, somewhat drier than mortar used for laying units.

3. Use mortar within 2½ hours of its initial mixing; tempering is permitted only once after bringing mortar to proper consistency. Limit amount of mortar batched at one time to stay within these requirements.

D. For prepackaged masonry repair mortar, mix with water or manufacturer's polymer in proportions defined by manufacturer to provide the required consistency.

3.4 REPOINTING JOINTS

A. The Contractor shall take all precautions required to ensure the original appearance of the building is maintained (not changed) and the existing brick is not damaged. The new mortar shall match the original in color & texture and the new joint shall match the existing joint tooling, size and profile. For joints that are set back from the brick face (raked joints), provide a sloping joint starting at the original depth at the top and sloping to the brick face at the bottom that will prevent water sitting on the brick while maintaining the intended shadow line.

B. Rake or cut out joints to a minimum uniform depth of 3/4" and until sound surface is reached. Do not spall edges of masonry units or widen joints. Replace all brick damaged by such operations with new to match color, size, and texture.

1. Mortar Removal

Where cutting is required to remove existing mortar and joint filler, use a rotary power masonry saw wherever possible without damaging masonry. Masonry saw shall have a vacuum attachment to reduce dust. Use non-power tools for vertical brick joints or where rotary power masonry saw will damage joint.

2. Cut the mortar and joint filler cleanly from the sides of the joints min ¾" deep , leaving square corners. Flush joints clean with water or compressed air.

C. Dampen joints slightly before application of mortar, making sure there is no free water. Pack pointing mortar tightly in joints in thin layers (1/4" max.), with each layer "thumbprint hard" before applying the next layer. Tool joints to match existing adjoining joints.

1. Where joint sealant is required, backpack the joints tightly out to a uniform depth of 1/4", or as indicated on Drawings. Refer to Section 07900 for sealants. Apply bondbreaker tape prior to installing sealants.

D. Cure mortar by maintaining in a damp condition for at least 72 hours.

3.5 REPLACING MASONRY UNITS

A. The Contractor is responsible for performing Work in a safe manner. Provide temporary shoring or other supports as required to prevent displacement of existing masonry that is to remain. Perform the removal Work with such care as may be required to prevent failure of the masonry or damage to adjoining masonry that is to remain.

B. Remove the deteriorated and damaged masonry units to their full depth, including the surrounding joint mortar. Wet masonry to reduce dust. Install helical masonry ties at perimeter of replacement prior to removal as indicated in details on the Drawings. Wherever possible without damaging masonry, use a rotary power masonry saw for cutting Work. Masonry saw shall have a vacuum attachment to reduce dust. Leave square corners at adjoining masonry that is to remain. Clean joints and cavities by flushing with water or compressed air.

C. Dampen contact surfaces slightly before application of mortar, making sure there is no free water. Install matching masonry units with Type N mortar. Install units to match and align with existing masonry. Maintain bonding and coursing pattern of existing masonry. Use presoaked wood wedges where necessary to properly set the units and maintain uniform matching joints. Backpack and fill joints full of mortar. Finish joints to match existing adjoining joints as described in Art. 3.04- Repointing Joints. Fill open joints in backup. In solid masonry construction, ensure that entire collar joint is filled between the backup and the face masonry. Collar joint is likely to vary substantially, up to 3” in locations.

D. Install accessories as indicated on Drawings. In cavity wall construction provide mortar mesh directly on flashing, such as at base of wall, and at relieving angles and lintels, with flashing extending at least 6” above top of mortar mesh.

E. Area Face Brick Replacement

1. Single wythes of brick shall be replaced in 4 foot lengths maximum unless indicated otherwise by the "methods of operation" submitted by the Contractor's Engineer as required to be submitted.

2. Install reinforcement every 16" each way and secure it to backup masonry as indicated on Drawings.

F. Replacement by Brick Stitching

Remove and replace existing brick to their full depth with new face brick, one brick each on both sides of crack in masonry. Also, remove and replace all existing pushed-out, missing, split or otherwise defective face bricks to match the adjoining existing good sound masonry. If the existing masonry work has a solid masonry common-bond pattern, existing sound header bricks shall remain. However, any cracked, defective or loose header brick shall be replaced. All new brick work shall be toothed into existing good work. At horizontal and diagonal cracks, the replacement of bricks shall be done in 4-foot lengths maximum unless indicated otherwise by the "methods of operation" submitted by the Contractor's Engineer as required to be submitted in Article 1.04 titled "Submittals". Existing mortar bed for replaced brick shall be thoroughly removed and the back parged with a coat of new mortar to fill the collar joint.

3.6 Intentionally DELETED.

3.7 FIELD QUALITY CONTROL

A. Ownership will assign under the requirements of Section BC 1704.5 a Special Inspector who will inspect the masonry construction. Post installed anchors are

subject to Special Inspection as per Section BC 1704.32. If the masonry work is not designated for Special Inspection, the masonry work will be subject to Quality Control Inspection, with testing and inspection similar to that listed below for Special Inspection. Inspections performed by Ownership do not relieve the Contractor of its obligation to conform to all requirements specified in this Section.

B. The Special Inspector will make inspections and any testing deemed necessary. Mortar suspected or tested to be too strong or too weak will be subject to petrographic analysis or other methods deemed necessary by the Engineer of Record and Special Inspector. The Contractor shall pay for all tests if they verify improper work. Inspections will include, but not be limited to, the following:

1. Proper installation of reinforcement of brick on angles.

2. Proper depth of mortar cutting for pointing.

3. Proper installation of mortar, including proportioning and mixing. Those mortar properties listed in the Appendix of ASTM C780 are to be tested at the discretion of the Special Inspector or the Architect/Engineer of Record Mortar strengths, when tested, will be determined in accordance with ASTM C780 using cylinders.

4. Proper installation of weeps, flashing, drip edges, mortar mesh, cleaning of cavity (if cavity wall construction), etc.

5. At solid masonry construction, all bed, head, and collar joints are filled completely For cavity wall construction, all bed and head joints are filled completely.

C. The Architect or Engineer of Record will analyze any results not found to be in conformance with the applicable ASTM, industry practice, and the Specifications and determine if the masonry in question is to be removed and redone.

D. Cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing.

E. The Contractor's engineer shall monitor the restoration procedure to ensure compliance with the "methods of operation" and to ensure safety of the structure**.**

3.8 PROTECTION AND CLEANING

A. Protect face of adjacent walls and surfaces from water, mortar, and grout used for terra cotta installation.

B. Remove excess mortar and mortar smears as work progresses.

C. After mortar has cured (a minimum of 30 days), clean soiled surfaces with detergent and clean water. Use fiber brushes and cloths. Do not use metallic tools or acids. Perform a mock-up of the cleaning procedure.

END OF SECTION

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SECTION 05120

STRUCTURAL STEEL

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Furnish and erect all structural steel as shown on Drawings. Provide shop painting and galvanizing as specified.

1.2 RELATED SECTIONS

A. Grouting.....Section 03610

B. Painting..... Section 09900

1.3 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society of Testing and Materials (ASTM) standards, latest editions.

A6 Standard Specification for General Requirements for Rolled Steel Bars, Plates, Shapes, and Sheet Piling.

A29 Standard Specification for Steel Bars, Carbon and Alloy, Hot-Wrought, General Requirements for

A36 Standard Specification for Carbon Structural Steel.

A108 Standard Specification for Steel Bars, Carbon, Cold-Finished, Standard Quality.

A123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

A194 Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service, or Both.

A307 Standard Specification for Carbon Steel Bolts and Studs, 60000 psi Tensile Strength.

A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

A490 Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.

A563 Standard Specification for Carbon and Alloy Steel Nuts.

A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coating.

A992 Standard Specification for Steel for Structural Shapes for Use in Building Framing

F436 Standard Specification for Hardened Steel Washers

F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

B. "Standard Welding Symbols - A2.0" - American Welding Society (AWS).

C. "Specification for Mild Steel Covered Arc-Welding Electrodes - A5.1" - AWS.

D. "Structural Welding Code - D1.1" - AWS.

1.4 DEFINITIONS

A. Structural Steel

Structural Steel consists of the steel elements of the structural steel frame essential to support the design loads. These elements consist of material as shown on the structural steel plan and listed in Article 2.1 of the AISC "Code of Standard Practice for Steel Buildings and Bridges."

B. Other Steel

Structural steel does not apply to those elements listed in Article 2.2 of the AISC "Code of Standard Practice for Steel Buildings and Bridges."

1.5 SUBMITTALS

A. Product Data

Submit manufacturers' specifications for the following products:

1. Primer paints, galvanizing repair paint

2. Stud shear connectors

3. Expansion/adhesive anchors

4. Zinc Metallizing

B. Shop Drawings

1. Failure to submit legible shop drawings will be cause for return without review.

2. All connections shall be designed by and all drawings shall be prepared under supervision of a Professional Engineer licensed in the State of New York. Do not submit unchecked shop drawings. First submissions of all job standards, shop drawings of connections not shown on, or that are in deviation of, the job standards, and calculations shall have one set sealed and signed by the Engineer. After final approval of all shop drawings, submit a final set sealed and signed by the Professional Engineer.

3. Shear connections (framed beam, seated beam, single plate, etc.) shall be designed by the detailer's licensed engineer and detailed by the structural steel detailer, unless otherwise shown on Drawings. All wind and seismic connections (moment connections, bracing, etc.) are generally detailed on the Drawings. Based on the indicated loads (axial force, moment, etc.), the structural steel detailer's engineer shall design the connections. Those not detailed shall be detailed by the structural steel detailer.

4. Immediately after award of Contract and before preparing steel shop drawings, submit for review a set of job standards showing all necessary joint details with full particulars of connection pieces, shop and field welds, and holes for erection bolts and permanent bolts. These shall include any moment and shear connection designed by the Engineer of Record as well as those designed by the detailer. Appropriate marks for designating all types and sizes of joint details shall be included. Submit all calculations pertaining to the job standards. After approval of these job standards, the erection plans are to be submitted and shall be marked to indicate unmistakably the type and size of joint to be used for every

beam connection. Do not order steel in advance of approval of the job standards and the erection plans with joint marks, except at own risk.

5. Prepare remainder of steel shop drawings after approval of job standards and erection plans. Drawings submitted prior to approval of job standards will be returned without review. Submit drawings gradually and not all at the same time so that sufficient time is allowed for checking and approval. No more than 100 drawings are to be submitted within a 14-day period to allow for checking and approval of package before submittal of next package. Shop Drawings for MEP equipment dunnage and access platforms shall not be submitted until after approval of the submitted MEP units. Ensure shop drawings submitted for MEP equipment dunnage and access platforms are coordinated and based on unit approved, which may vary substantially from the Basis of Design. The Contractor shall take into account in their schedule the potential time impact in the sequencing of the steel drawings.

6. Steel shop drawings shall include framing plans, bolted and welded work, and details such as camber and other pertinent data not shown on job standards. Detail openings and reinforcement due to other Work. Coordinate with Drawings of other Work.

7. Indicate welds by standard AWS symbols and show size, length, and type of each weld in accordance with AWS A2.0.

8. Identify columns using same identification system shown on Drawings.

9. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed under other Sections.

10. Shop drawings will be checked for size of material and strength of connection by the Engineer of Record, which shall not render the Engineer of Record responsible for any errors in construction dimensions, etc. that have been made in preparation of shop drawings. The Contractor shall assume full responsibility for the correctness of dimensions and fit.

11. Submit calculations for design of connections on job standard and all other connections such as moment, brace, and trusses.

12. After shop drawings are 100% complete and approved and all field changes have been made, a CD rom of the as-built drawings are to be submitted to A/E & Ownership in an AutoCad format.

C. Quality Control Submittals

1. Certificates and Affidavits

a. Furnish bolt manufacturer's test reports, covering physical and chemical tests, for each lot of high strength bolts submitted.

b. Furnish steel manufacturer's certificate certifying welders employed on the Work are current with their AWS qualifications (including having their required maintenance forms from their employer) and for work performed in the field are NYC licensed welders as per Section §28-407.1 of the NYC Administrative Code.

c. Furnish complete listing of ASTM's of materials listed in Part 2 of this Section and certification that materials supplied meet those listed.

d. For mechanical and adhesive anchors installed in concrete, submit ICC certification for use in cracked concrete.

2. Contractor Qualifications

a. Provide proof of Fabricator, Erector, Detailer/Engineer, and Adhesive Anchor Installer specified under “Quality Assurance”.

1.6 QUALITY ASSURANCE

A. Qualifications

1. Fabricator: Company specializing in the fabrication of steel products to be used in this Contract shall have a minimum of five years experience. The fabricator is to be AISC certified.

2. Erector: Company specializing in performing the Work of this Section shall have a minimum of three years experience and have done at least three projects with similar quantity of material.

3. Detailer: Company shall be specialized in the detailing and design of structural steel shop drawings with a minimum of three years experience. Connections shall be designed by and shop drawings prepared under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed by the State of NY engaged.

4. Adhesive Anchor Installer: Installer for adhesive anchors installed in a horizontal or upwardly inclined position supporting sustained tension loads shall be certified per ACI Appendix D9.2.2 as per Section BC 1912 of the 2014 NYC Building Code.

B. Regulatory Requirements

1. Building Code: Work of this Section shall conform to all requirements of the 2014 NYC Building Code and all applicable regulations of governmental authorities having jurisdiction, including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern.

2. Industry Standards: Standards specified herein apply to Work of this Section. Where more severe requirements then those contained in the Standards are given in this Section or the Building Code, requirements of this Section or the Building Code shall govern.

a. AISC 360 as modified by the 2014 NYC Building Code.

b. "Specifications for Structural Joints using ASTM A325 or A490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation (RCRBSJ) – AISC-2000.

c. "Structural Welding Code" - AWS.

3. Recommendations or suggestions in the codes and references listed in this Article and under “References” shall be deemed to be mandatory unless they are in violation of the Building Code.

C. Certifications

1. Structural steel shall conform to the material acceptance, certification, and inspection requirements of Section BC 1701.

2. Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the site at such intervals as to insure uninterrupted progress of Work.

B. Deliver anchor bolts and other anchorage devices, which are to be embedded in cast-in-place concrete or masonry, in ample time so as not to delay Work.

C. Store materials to permit easy access for inspection and identification.

1. Shop-primed steel. (Painted or galvanized): Primed steel stored in the field or shop shall be kept off ground (using pallets, platforms, or other supports) and so positioned as to minimize water-holding pockets, dust, and other contamination of the primer. Repair damage to primed surfaces due to improper storage in a manner approved by the A/E & Owner's representative.

2. Unpainted Steel: Steel stored in field or shop shall be kept off ground (using pallets, platforms or other supports), kept clean and in general protected against damage and corrosion.

D. Do not store materials on erected structure in a manner that might cause distortion or damage to the members or supporting structures. Repair or replace damaged materials or structures as directed by the A/E & Owner's representative.

1.8 FIELD MEASUREMENTS

A. Take field measurements as required by Drawings. Where possible take field measurements of existing conditions prior to fabrication. Verify that field measurements are the same as those shown on Drawings and shop drawings. Report all deviations to the A/E & Owner's representative. in writing.

PART 2 - PRODUCTS

2.1 SUGGESTED MANUFACTURERS (or approved equal)

A. Paint

1. Tnemec Co.

2. Sherwin Williams

B. Expansion/Screw/Adhesive Anchors, Fasteners

1. Hilti, Inc.

2. Powers Fasteners

2.2 MATERIAL

A. Structural Steel Shapes, Plates, and Bars

1. Structural steel W shapes shall have a minimum yield strength of 50 ksi conforming to the provisions of ASTM A992. For other shapes not available in ASTM A992, steel shall have a minimum yield strength of 36 ksi conforming to the provisions of ASTM A36.

2. Tube steel shall conform to the provisions of ASTM A500, Grade B, and pipe steel to the provisions of ASTM A53, Grade B.

3. Structural steel shall contain a minimum of 30% post consumer content and 15% pre-consumer content.

B. Bolts

1. Anchor Bolts (Anchor Rods): Shall conform to the provisions of ASTM F1554, Grade 36, unless different grade is specified elsewhere. Size and detailing indicated on Drawings.

2. High-Strength Bolts: Shall conform to the requirements of ASTM A325 or F1852 unless otherwise indicated on Drawings.

3. Expansion/Screw/Adhesive Anchors: Provide types as indicated on Drawings. The anchor specified shall be considered the basis of design.

a. As a minimum, all anchors exposed to weather or embedded in masonry are to be Type 316 stainless steel.

b. Anchors installed in concrete shall have current ICC-ES listing for performance in cracked concrete as per Section BC 1912.

1) Wedge Expansion and Undercut Anchors/ expansion bolts shall have an ICC-ES Evaluation Service Report (ESR) issued in accordance with ACI 355.2 or ICC-ES AC 193 for use in cracked concrete, including seismic applicability loading, and pursuant to the Office of Technical Certification and Research (OTCR) Building Bulletin 2014-018. Anchors installed in grouted masonry shall have a report issued in accordance with AC 01.

2) Adhesive anchors in concrete shall have an ICC-ES Evaluation Service report (ESR) issued in accordance with ACI 355.4 or ICC-ES AC 308 for use in cracked concrete, including seismic applicability loading, and pursuant to the

Office of Technical Certification and Research (OTCR) Building Bulletin 2014-018. Anchors installed in grouted masonry shall have a report issued in accordance with AC 58.

3) Concrete Screw Anchors shall have an ICC-ES Evaluation Service report (ESR) issued in accordance with ICC-ES AC193 for use in cracked concrete and seismic loading and pursuant to the Office of Technical Certification and Research (OTCR) Building Bulletin 2014-019. Anchors installed in grouted masonry shall have a report issued in accordance with AC 106.

c. Design and installation provisions shall be based on current ICC-ES ESR report and ACI 318 Appendix D.

D. Hardware

1. Nuts for anchor bolts and unfinished bolts shall conform to the requirements of ASTM A563.

2. Nuts for high-strength bolts shall conform to the provisions of ASTM A194 or ASTM A563.

3. Washers shall conform to the provisions of ASTM F436.

E. Filler Metal for Welding

1. Welding electrode shall conform to E70XX classi- fication of AWS A5.1, except as described below.

2. Welding electrode shall be compatible with existing steel where connections are made to steel of existing building. Electrode shall be E7018 unless determined otherwise. E7018 are low hydrogen electrodes that must be kept extremely dry.

F. Structural Steel Primer Paint (if required).

Provide type of primer indicated on steel under the following application conditions.

1. General application: Acrylic rust-inhibitive type containing no lead equal to Tnemec 115 Unibond or approved equal. Paint must meet SCAQMD standards for VOC emissions.

2. Cavity wall (including steel within the exterior block back-up or not separated from the cavity by a full block), exterior application, and as a

primer after zinc metallizing: Epoxy paint equal to Tnemec Co. Series FC27 Typoxy, Carboline Carboguard 888 or approved equal.

3. Touch-up primer for cavity wall and exterior application: High adhesion high-solids epoxy coating equal to Tnemec Co. Series 135 Chembuild, Carboline Carboguard or approved equal..

G. Galvanizing by the Hot-dip Method – No Finish Coating (if required).

1. Galvanize structural shapes in accordance with ASTM 123.

2. Galvanize hardware in accordance with ASTM A153.

2. Galvanizing repair paint for regalvanizing welds and damaged areas shall conform to ASTM A780 and comply with Military Specification MIL-P-21035, such as ZRC Cold Galvanizing Compound.

2.3 SHOP ASSEMBLY - FABRICATION

A. General

1. Do not fabricate until shop drawings have been approved.

2. Fabricate and assemble steel in shop to greatest extent possible. Fabricate items and assemblies in accordance with AISC Specifications and the shop drawings.

3. Properly mark members for field assembly. Fabricate items in order to match delivery sequence that will expedite erection.

4. Mill column ends at base plates, cap plates, and splices to a common plane by means of an approved milling machine.

B. Shop Connections

1. Weld or high-strength bolt shop connections as indicated on Drawings.

2. High-strength bolt connections are friction (slip-critical) connections. Install high-strength bolts in accordance with "Specification for Structural Joints using ASTM A325 or A490 Bolts" (RCRBSJ). Utilize Class A connections. If steel surface of connection area is prepared to SSPC-SP5 surface preparation, Class B may be utilized pending inspection by the Owner’s Special Inspection lab that surface meets the required preparation. Pay all costs to Ownership incurred for this inspection.

3. Welding: Comply with "Structural Welding Code" for procedures, appearance, and quality of welds and methods used in correcting welded work.

4. Holes for other Work

   a. Provide holes and openings required for securing other Work to steel framing and for passage of other Work through framing members. Coordinate with Drawings of other Work.

   b. Provide threaded nuts welded to framing, and other specialty items as indicated to receive other Work.

   c. Cut, drill, or punch holes perpendicular to metal surfaces. Method of cutting must not produce a roughness of over 1000 micro-inches. Surfaces exceeding these limits must be repaired by machine grinding.

   d. Reinforce all openings with steel shapes as shown on shop drawings.

2.4 SHOP PAINTING (if required).

A. General.

Apply one shop coat of primer paint on structural steel except as follows:

1. Structural steel that is encased in concrete.

2. Steelwork or portions of such to receive sprayed fireproofing. Steel that is exposed to the cavity and within the block back-up is to be painted, unless indicated to be galvanized.

3. Top flanges of structural steel members requiring stud shear connectors or supporting metal deck.

4. Contact surfaces of structural steel that are to be bolted or welded together.

5. Surfaces of structural steel within 2" of field welds.

6. Contact milled bearing surfaces.

7. Steel members, hardware, and miscellaneous pieces to be galvanized and not specified or indicated to be painted.

B. Cleaning and Surface Preparation

1. Clean all steel first in accordance with SSPC-SP1.

2. Clean steelwork not to be painted (except steel work to be galvanized) in accordance with SSPC-SP2.

3. Clean steelwork to be painted within the same day as it will be applied and in accordance with the following methods, determined by location and exposure:

a.	Interior steel not exposed to view:	SSPC-SP2.
b.	Interior steel exposed to view:	SSPC-SP3.
c.	Cavity wall and exterior steel exposed to weather:	SSPC-SP6.

C. Shop Coat

1. Apply structural steel primer paint (general application) at a rate to provide dry film thickness of 2.0 to 3.5 mils. Apply primer paint (cavity wall and exterior application) at a rate to provide dry film thickness of 4.0 to 6.0 mils. Provide full coverage of joints, corners, edges, and exposed surfaces.

2. Apply to dry surfaces only, when surface temperatures are above dew-point, by brush, spray, or roller, thoroughly and evenly, in strict accord with manufacturer's instructions for every detail of handling.

3. Apply second coat of the approved primer, in a darker shade, to surfaces inaccessible to painting after assembly or erection.

4. Protect machined surfaces with an approved rust-inhibiting coating that is readily removable prior to erection.

D. Concrete Contact Surfaces

Paint steelwork at least two inches into the area in contact with concrete, where applicable.

2.5 GALVANIZING (if required).

A. General

Galvanize the following members:

1. All angles supporting exterior masonry or exposed to the weather, including shelf, arch, relieving angles.

2. All connections between the above angles and the supporting structural member, including WT's, hangers, clip angles, hardware, etc.

3. All exterior steel supporting mechanical equipment (dunnage steel) and any other steel members indicated on Drawings.

B. Cleaning and Surface Preparation

1. Hardware (bolts, nuts, etc.): Clean and leave free of mill scale before galvanizing.

2. Clean all steel first in accordance with SSPC-SP1 if needed.

3. Steel members: Clean in accordance with SSPC-SP8 before hot-dip galvanizing.

4. Steel members: Clean in accordance with SSPC-SP10 before zinc metallizing. Surface shall have a 3-4 mil anchor pattern. Moisture cannot be present on steel and temperature cannot be less than 5°F above the dew point. Thermal spray must be applied within 4 hours of blasting.

C. Shop Coat - Hot-dip Galvanizing Only – Provide for galvanized items not to have finish paint coat.

1. Galvanize hardware in accordance with ASTM A153.

2. Galvanize steel shapes in accordance with ASTM A123. Apply zinc coating as per Thickness Grade specified in ASTM A123.

2.6 SOURCE QUALITY CONTROL

A. Testing

1. General

a. Structural steel work is subject to all tests required by the Special Inspection requirements of the 2014 NYC Building Code.

b. Cooperate with the Testing Laboratory in making all required tests.

2. Tests: To be performed by an IAS accredited Testing Laboratory.

a. Shop bolted connections: Tested in accordance with AISC specifications.

b. Shop welding: The laboratory will perform the following functions:

1) Certify welders.

2) Visually inspect all welds, record type and locations of defects, and perform tests if necessary. Check all corrected work.

3) Perform following non-destructive tests if necessary or as required by the Special Inspector. Tests used shall be at the Special Inspector's option:

a) Liquid Penetrant Inspection: ASTM E165.

b) Magnetic Particle Inspection: ASTM E709. Perform on roof pass and on finished weld.

c) Radiographic Inspection: ASTM E94 or E149. Minimum quality level 2-2T.

d) Ultrasonic Inspection: ASTM E164.

3. Welding of Critical Joints

a. All welded joints that are critical to the integrity of the structure, and require non-destructive testing to assure the adequacy of the critical weld, are indicated on the Drawings.

b. To insure general weld quality of less critical groove and butt welds, a quality control program may be required to check the welds by non-destructive testing. The Drawings specify whether non-destructive testing is required and, if necessary, the method of inspection.

c. Requirements of critical welds and non-destructive testing shall be in conformance with NYC BSA Rules for Arc and Gas Welding, Rules 16.5 through 16.5.3, and Rule 17.

B. Inspection

1. Testing Laboratory/Special Inspections

a. Owner will engage a Testing Laboratory and a Special Inspection Agency to assist in the inspection of steel fabrication and conduct tests at the mill, shop, or foundry. The laboratory will assist in checking erection tolerances and provide shop and field testing required for all structural steel work, including metal deck and studs.

b. The Testing Laboratory will be responsible to and under the supervision of a Special Inspector.

2. Special Inspector

Ownership will assign, under the requirements of Section BC 1704.3, a Special Inspector to inspect the Work listed above under "Testing Laboratory/Special Inspections".

3. Notification: Notify A/E & Owner's representative before beginning fabrication of the structural steel and supply laboratory with copies of agreements, approved drawings, approved prints of all shop details, etc., and all necessary information relating thereto. Do not ship material to job site until after inspection and approval by the Testing Laboratory.

4. Discretionary Inspections: No mill, shop, foundry, or field inspection, such as is above provided for, shall be held to prohibit or preclude inspection of such materials during delivery and erection at the building by such other persons as A/E & Owner's representative shall direct.

5. Reports: Shop and field reports, including shipments, will be submitted by the Testing Laboratory/Special Inspector to A/E & Owner's representative as the work proceeds at the shop or job site. A final report will be submitted by the Testing Laboratory/Special Inspector when work is completed at the shop, and again when work is completed in the field. The Special Inspector reserves right to reject material not in compliance with specified requirements at any time.

6. Corrections: Correct deficiencies in work which inspections and tests have indicated to not be in compliance with requirements. Pay for additional tests, at own expense, necessary to reconfirm any non-compliance of original work and as necessary to show compliance of corrected work.

7. Contractor's Responsibility: Inspection and acceptance or failure to inspect shall in no way relieve the Contractor or the mill and shops from their responsibility to furnish satisfactory material strictly in accordance with Drawings and Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and that erection may proceed. Notify A/E & Owner's representative in writing of conditions that adversely affect the Work. Do not proceed with erection until conditions have been corrected. Beginning of installation means the erector accepts existing conditions.

3.2 ERECTION

A. General

1. Erection shall conform to Sections BC 2205.6.3 and BC 3305.2.

2. All work shall be erected plumb, square, and true to lines and levels in strict accordance with the structural requirements of the building.

3. Provide all machinery, apparatus, and staging required for the erection of steelwork in a thoroughly safe and efficient manner. Install, maintain and remove, without injury to other Work, such temporary bracing, scaffolding, etc. as may be necessary or required. Care shall be taken that no part of the structure is overloaded during construction.

4. Arrange for deliveries of material to facilitate the rapid and continuous progress of operation, but the site or streets adjacent to same shall not be used for the storage of material unless absolutely necessary and then only with special permission of A/E & Owner's representative and other authorities having jurisdiction.

5. Employ a Licensed Professional Engineer to ensure accurate erection of the steel.

6. Do not alter or cut structural members without written approval of the Engineer of Record.

B. Temporary Shoring and Bracing

Provide temporary shoring and bracing members with connections of sufficient strength to bear erection loads and guy wires to maintain structure plumb and in

true alignment until completion of erection. Remove temporary work when permanent members and bracing are in place and final connections are made.

C. Anchors Bolts

1. Furnish to the concrete and brick masons anchor bolts and other connectors required for securing structural steel to the foundation and other in-place concrete work, together with instructions, templates, etc. necessary for setting them. Anchor bolts are to be surveyed and any approved modifications made prior to placement of columns.

2. Tighten anchor bolts after support members have been positioned and plumbed. Cut off protruding edges of wedges or shims flush with edge of base or bearing plate prior to packing with grout.

D. Base and Bearing Plates

1. Clean concrete and masonry bearing surfaces of loose and bond-reducing materials.

2. Set loose and attached base plates and bearing plates for structural members on shims and other adjusting devices, such as leveling plates, within specified tolerances. Elevations of shims and leveling plates shall be surveyed and adjusted to correct elevation prior to placement of column or beam. Plates are to have grout holes.

3. Grouting under plates is part of the Work of Section 03610. Grouting is to be done prior to placement of any concrete on the structure.

E. Field Assembly

1. Erect structural frames accurately to lines and elevations indicated. Align and adjust members forming a part of a complete frame or structure before permanently fastening.

2. Clean bearing surfaces and other surfaces that will be in permanent contact before assembly.

3. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

4. Level and plumb individual members of the structure within specified tolerances. Do not tighten structure until surveys verify that structure is within allowable tolerances.

5. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be when completed and in service.

6. Splice members only where indicated and accepted on shop drawings.

F. Connections

1. Field connections shall be welded or bolted, except where welding is specifically called for on the Drawing.

a. Provide high-strength bolts for bolted connections except where unfinished bolts are indicated on the Drawings. High-strength bolt connections are friction (slip-critical) connections. Install high-strength bolts in accordance with "Specification for Structural Joints using ASTM A325 or A490 Bolts."

b. Provide unfinished bolts where indicated on Drawings. Lock nuts by upsetting bolt end or by similar method when unfinished bolts are not encased in concrete. Tighten all bolts and nuts fully.

c. For ASTM A307 bolts, hardened washer shall be installed under the turned element. For ASTM A325, F1852, A490 and F2280 bolts, hardened washer shall be installed under the head and nut. This washer is not required under the head for oversized or short-slotted holes for bolts conforming to F1852 bolts (from 1/2" to 1½” in diameter) and for bolts conforming to F2280 bolts when the bolt diameter is ≤ 1”.

d. Expansion/screw/adhesive anchors shall be installed in accordance with the manufacturer’s installation instructions. Holes shall be cleaned completely using wire brush and compressed air following manufacturer’s guidelines. Tighten to the torque values specified by the manufacturer. For installation in existing substrates not installed as part of the Work, have bolt manufacturer perform pullout test in each substrate to verify capacity and quality of substrate prior to final approval of anchor to be utilized.

2. Holes

a. The size of boltholes shall be in accordance with AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings."

b. Ream holes that must be enlarged to admit bolts. Burning or use of drift pins is not permitted.

G. Erection Holes

Fill erection bolt holes on exposed to view members with plug welds and grind smooth.

H. Lintels and Relieving Angles

1. Erect all exterior steel lintels and relieving angles connected (by hangers, clips, bolts or otherwise) to the structural steel work.

I. Field Touch-Up (if required)

1. Painted Members: After erection, clean all damaged areas in shop coat, exposed surfaces of bolts, bolt heads, nuts and washers, abrasions, and all field welds and unpainted areas adjacent to field welds to the same standards as the shop coat and paint with primer paint to same thickness as the shop coat. Finish painting is specified in Section 09900.

2. Galvanized Members: After erection, clean and paint all damaged areas to the galvanizing, welds, and areas adjacent to welds with the galvanizing repair paint. For galvanized members to be painted, finish painting is specified in Section 09900 and shall be the final two coats of the epoxy paint system.

3. 3 TOLERANCES

A. Erection tolerances shall be in accordance with "Code of Standard Practice for Steel Buildings and Bridges", except as indicated in B below.

B. The following overall maximum deviations (tolerances) from theoretical are permitted:

a. Column location @ base plate: 1/2"

b. Base Plate, bearing plate and column splice elevation: $\pm$1/8”

c. Column Plumbness: in or out 3/4” in column length, 1¼” for total building height

d. Beam or girder elevation: $\pm$1/2”

e. Beam camber: 1/8”

f. Lintel elevation: ±1/16”
Lintel location: ±1/4”

3.4 FIELD QUALITY CONTROL

A. The Contractor shall cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing by providing adequate notification for when work is performed that will require the inspection and provide all required access and means for the laboratory to perform the inspection and testing.

B. As per Section BC 1704.3, the Special Inspector will inspect erection of the structural framework and test field bolting and welding as listed in Part 2 of this Section. Where post-installed anchors are utilized, the Special Inspector will perform Special Inspection on post-installed anchors as per Section BC 1704.32. Adhesive anchors installed in concrete in a horizontal or upwardly inclined position supporting sustained tension loads shall be installed under continuous Special Inspection as required by paragraph D9.2.4 of ACI 318-11.

C. The Contractor shall engage an engineer licensed in the state of New York to check tolerances and inspect the erection.

END OF SECTION

* * *

SECTION 07110

SHEET MEMBRANE WATERPROOFING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work under this Section includes the following:

1. Provide self-adhering “peel and stick” rubberized asphalt sheet membrane waterproofing as air barrier/vapor permeable at all exterior masonry cavity walls, temporary waterproofing, and as otherwise shown on Construction Drawings.

2. Provide all accessory components required for a complete installation, including transitions to maintain continuity of air barrier to adjacent construction.

3. Engage a testing agency to perform specified field testing and inspections.

1.02 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. American Society for Testing and Materials (ASTM)

C. Code of Federal Specifications (FS)

D. National Institute of Standards and Technology (NIST)

1.03 SUBMITTALS

A. Submittals Package

Submit the Shop Drawings, product data, physical and performance properties of vapor barrier, manufacturer’s guide specifications and samples specified below at the same time, as a package.

B. Shop Drawings

Show locations and extent of waterproofing. Include details for substrate joints and cracks, counterflashing strip, penetrations, inside and outside corners, tie-ins with adjoining construction and termination conditions. Details shall include all conditions and auxiliary materials required for the provision of an air barrier continuous with other elements of the building envelope, whether or not these are indicated explicitly on the contract Drawings.

Include details of interfaces with other materials that form part of air barrier. Include details of interfaces with other materials that form part of the water drainage plane, including metal through-wall flashing, termination bars, and sealants.

Details shall indicate conditions specific to the Project. Manufacturer's typical details that do not reflect the actual Project conditions are insufficient. Details shall allow for proper sequence of installation of all components of the building envelope.

Include details of mockups.

C. Product Data

1. Manufacturer's written instructions for evaluating, preparing, and treating substrate. Technical data, and tested physical and performance properties of waterproofing. Catalog sheets, specifications, and installation instructions for each material specified.

2. Manufacturer's Warranty Sample: Submit a sample copy of the membrane manufacturer's five (5) year materials warranty.

D. Samples

1. Rubberized Asphalt Sheet Membrane: Two 1-foot square pieces.

E. Quality Control Submittals

1. Applicator's Certification:

a. Submit a letter certifying that the applicator has been actively installing waterproofing systems for the past five (5) years.

b. Submit the names and addresses of five (5) previous waterproofing projects. Include the type and size of each project, the waterproofing

manufacturer's name, and the name and telephone number of a contact person at the project location.

c. Submit a letter certifying that the supervisor or foreman and the workers applying the waterproofing materials have at least three (3) years experience in the application of waterproofing materials.

F. Contract Closeout Submittals:

1. Manufacturer's Warranty: Upon acceptance of the completed Work of this Section, furnish the membrane manufacturer's written five (5) year materials warranty.

2. Contractor's written five (5) years guarantee covering materials and workmanship.

1.04 QUALITY ASSURANCE

A. Membrane Manufacturer's Qualifications

1. The manufacturer must have been actively marketing a self adhering rubberized asphalt sheet membrane waterproofing system in the United States for a minimum of three (3) years.

2. The manufacturer's rubberized asphalt sheet membrane must have previously been installed on a minimum of 10 waterproofing projects of comparable scope and complexity to the Work of this Section.

3. Mockups

a. Before beginning installation of air barrier, build mockups of exterior wall assembly, at least 50 sq. ft. of each assembly type, incorporating backup wall construction, relieving angle, window or window receptor, door frame and sill, brick ties, insulation, and flashing to demonstrate surface preparation, sequence of installation, crack and joint treatment, and sealing of gaps, terminations, transitions, and penetrations of air barrier membrane.

i. Coordinate construction of mockup to permit access for inspection by testing agency of air barrier before masonry veneer is installed.

ii. If Owner/Architect’s representative determines that mockups do not comply with requirements, reconstruct

mockups and apply air barrier until mockups are approved at no additional cost to owner.

iii. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Delivery

Deliver all materials to the site in the manufacturer's labeled, unbroken containers. Membrane rolls must be packaged in rigid containers to prevent membrane distortion.

B. Storage

1. Do not double stack pallets of membrane.

2. Store all materials on wooden platforms in a well ventilated place.

3. Store drainage mat and protection board flat.

4. Cover all materials on top and sides with tarpaulins allowing for adequate ventilation. Keep materials dry at all times.

5. Store all materials away from high heat, flames, and sparks.

C. Handling

1 Handle all materials in a manner to prevent damage. Mark and remove all damaged material from the site.

2. Do not smoke or use open flames near primer, mastics, or liquid membrane.

1.06 PROJECT CONDITIONS

A. Do not execute the Work of this Section without notifying the Owner's Representative at least five (5) days before commencing.

B. Do not execute the Work of this Section unless the substrate is smooth, dry, and free of all dirt and dust and debris. Do not apply the waterproofing system in areas where dust is being generated from adjacent work areas. If necessary, erect temporary dust barrier or screens to keep the area being waterproofed clean and free of dust and dirt. Note that application of the membrane waterproofing to the

substrate shall constitute the Contractor's, manufacturer's and applicator's acceptance of such substrates to receive the waterproofing materials, including acceptance of the condition of the substrates. If later it is determined that the substrate was not properly prepared, the membrane and substrate will have to be removed and redone.

B. Unless approved otherwise by the Owner, do not execute the Work of this Section when the air or deck temperature is below 40°F.

1.07 WARRANTY AND GUARANTEE

A. Warranty

The Contractor shall provide, from the membrane Manufacturer, a written 5-year warranty for the materials used in the membrane application, providing for replacement of defective material.

B. Guarantee

The Contractor shall furnish a written five (5) year guarantee, providing that the membrane materials and workmanship will be free from leaks and defects; and that if leaks and defects do occur, the membrane system and all other work damaged by the failure, including Work which must be removed for access to the waterproofing materials, will be repaired or replaced at the Contractor's expense.

PART 2 - PRODUCT

2.01 MANUFACTURERS

A. Air Barrier and auxiliary materials must be obtained as a single-source from the Air Barrier Manufacturer to ensure total system compatibility and integrity.

B. Acceptable Manufacturers:

1. Henry Company, El Sengundo, CA (Blueskin)
2. GCP Applied Technologies, Cambridge, MA. (Perm-a-Barrier-VPS)

2.02 MATERIALS

A. Primary Sheet-Applied, Vapor Permeable Water Resistive Air Barrier (Basis of Design):

1. Self-adhered vapor permeable, water resistive air barrier consisting of a reinforced, modified polyolefin tri-laminate film surface and patented permeable adhesive technology with split-back poly-release film; having the following typical physical properties:

   a. Basis of design: Self-Adhered Water Resistive Air Barrier
   b. Thickness: 23 mils (0.58 mm)
   c. Water Vapor Permeance (ASTM E96): Not less than 15 perms
   d. Air Leakage of Air Barrier Assemblies (ASTM E2357): Pass
   e. Air Permeance (ASTM E2178): Pass
   f. Dry Tensile Strength (ASTM D882):
      1. 41 lbf /182N MD
      2. 29 lbf /129N CD
   g. Surface Burning Characteristics (ASTM E84):
      1. Flame Spread: Class A
      2. Smoke Development: Class A
   h. Low Application Temperature: 20 degrees F (-7 degrees C)
   i. Water Penetration Resistance Around Nails, ASTM D1970 Modified: Pass
   j. UV Exposure Limit: Not more than 60 calendar days.

B. Assembly Auxiliary Materials:

1. Adhesives/Primers:
   a. Low VOC adhesive:
      1. Synthetic rubber based quick setting adhesive with low VOC content; having the following typical physical properties:
         a. Maximum VOC: <240 g/L
         b. Low Application Temperature: 10 degrees F (-12 degrees C)

2. TRANSITION MEMBRANE: Detail Membrane self-adhesive rubberized asphalt integrally bonded to cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed, conforming to the following:

   a. Water Vapor Transmission, ASTM E96, Method B: 2.9 ng/m2sPa (0.05 perms) max.
   b. Air Permeance at 75Pa (0.3 in. water) pressure difference: 0.0006 L/(s.m2) (0.00012 cfm/ft2) max.
   c. Puncture Resistance, ASTM E154: 178 N (40 lbs.) min.
   d. Lap Adhesion at -4ºC (25ºF), ASTM D1876: 880 N/m (5.0 lbs./in.) of width
   e. Low Temperature Flexibility, ASTM D1970: Unaffected to -43ºC (-45ºF)
   f. Tensile Strength, ASTM D412, Die C Modified: min. 2.7 MPa (400 psi)

g. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D412, Die C: min. 200%.

3. TRANSITION ALUMINUM MEMBRANE: Aluminum Flashing, self-adhesive rubberized asphalt integrally bonded an aluminum film to provide a membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed, conforming to the following:

   a. Water Absorption, ASTM D570: max 0.1% by weight
   b. Puncture Resistance, ASTM E154: 355N (80 lbs) min.
   c. Lap Adhesion at -4ºC (25ºF), ASTM D1876 Modified: 880 N/m (5.0 lbs./in.) of width
   d. Low Temperature Flexibility, ASTM D1970 Modified: Unaffected to -26ºC (-15ºF)
   e. Tensile Strength, ASTM D412, Die C Modified: min. 4.1 MPa (600 Psi)
   f. Elongation, Ultimate Failure of Rubberized Asphalt: ASTM D412, Die C Modified: min. 200%

4. FLEXIBLE MEMBRANE THROUGH-WALL FLASHING: self-adhesive rubberized asphalt integrally bonded to cross-laminated, high-density polyethylene film to provide a membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed, conforming to the following:

   a. Water Vapor Transmission, ASTM E96, Method B: 2.9 ng/m2sPa (0.05 perms) max.
   b. Water Absorption, ASTM D570: max. 0.1% by weight
   c. Puncture Resistance, ASTM E154: 356 N (80 lbs.) min.
   d. Tear Resistance
   f. Initiation, ASTM D1004: min. 58 N (13.0 lbs.) M.D.
   g. Propagation, ASTM D1938: min. 40 N (9.0 lbs.) M.D.
   h. Lap Adhesion at -4ºC (25ºF), ASTM D1876: 880 N/m (5.0 lbs./in.) of width
   i. Low Temperature Flexibility, ASTM D1970: Unaffected to -43ºC (-45ºF)
   j. Tensile Strength, ASTM D412, Die C Modified: min. 5.5 MPa (800 psi)
   k. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D412, Die C: min. 200%

5. Penetration & Termination Sealant

a. Liquid Membrane for Details and Terminations: Liquid Membrane manufactured by single source; a two-part, elastomeric, trowel grade material designed for use with self-adhered membranes and tapes. 10 g/L max. VOC content.

b. Joint Sealant:

1. Moisture cure, medium modulus polymer modified sealing compound; having the following typical physical properties:
   a. Color: Varies.
   b. Elongation: 450% - 550%

6. High-temperature membrane required for applications directly underneath metal components.

2.03 PRE-INSTALLATION CONFERENCE

A. Prior to the start of the waterproofing and concrete construction schedule, the Contractor shall conduct a meeting to review the proposed waterproofing design and to discuss the required methods and procedures to achieve the required quality and waterproofing integrity. The meeting shall include, at a minimum, Contractor, the membrane installer, membrane manufacturer, the Owner/Architect's representative's Construction Manager and Inspector. The Contractor shall send a conference agenda to all attendees prior to the scheduled date of the conference.

PART 3 - EXECUTION

3.01 EXECUTION PROCEDURES

A. Verify that substrates and conditions are ready to accept the Work of this section. Notify Owner/Architect's Representative in writing of any discrepancies. Commencement of the Work or any parts thereof shall mean acceptance of the prepared substrates.

B. All surfaces must be sound, dry, clean and free of oil, grease, dirt, excess mortar or other contaminants detrimental to the adhesion of the membranes. Fill voids, gaps and spalled areas in substrate to provide an even plane. Strike masonry joints full-flush.

C. Sheathing panels must be securely fastened and installed flush to ensure a continuous substrate in accordance with Air Barrier Manufacturer published literature.

D. Fastener penetrations must be set flush with sheathing and fastened into solid backing.

E. Curing compounds or release agents used in concrete construction must be resin based without oil, wax or pigments.

F. Do not install air barrier over saturated substrates.

3.02 SURFACE PREPARATION

A. Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Use repair materials and methods that are acceptable to manufacturer of the air barrier assembly.

C. Masonry Substrates: Apply air and vapor barrier over concrete block and brick with smooth trowel-cut mortar joints, struck full and flush. Fill all voids and holes, particularly in the mortar joints, with a lean mortar mix, non-shrinking grout or parge coat.

D. Related Materials: Treat construction joints and install flashing as recommended by manufacturer.

E. Clean, prepare, treat, and seal substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.

F. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.

G. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate patching membrane.

H. Remove excess mortar from masonry ties, shelf angles, and other obstructions.

I. At changes in substrate plane, apply sealant at sharp corners and edges to form a smooth transition from one plane to another as per manufacturer's requirements.

J. Cover gaps in substrate plane and form a smooth transition from one substrate plane to another with stainless-steel sheet mechanically fastened to structural framing to provide continuous support for air barrier.

K. Protect adjacent surfaces not included in scope of work to prevent spillage.

3.03 AIR BARRIER MEMBRANE INSTALLATION

A. Refer to manufacturer’s literature for recommendations on installation

B. Apply air barrier membrane to achieve a continuous air barrier according to air barrier manufacturer's written instructions.

C. Application of Self-Adhered Air Barrier Membrane

1. Install air barrier to dry surfaces at air and surface temperatures of 4°C (40°F) and above in accordance with manufacturer's recommendations, at locations indicated on Construction Documents.
2. Prime substrate to receive air barrier membrane as required per manufacturers written instructions.
3. Precut pieces of air barrier into easily handled lengths.
4. Remove release linear and position membrane carefully before placing against the surface.
5. Begin installation at the base of the wall placing top edge of membrane immediately below any masonry reinforcement or ties protruding from substrate.
6. When properly positioned, place against surface by pressing firmly into place. Roll membrane with extension-handled countertop roller immediately after placement.
7. Overlap adjacent pieces 50 mm (2 in.) and roll seams.
8. Subsequent sheets of membrane applied above shall be positioned immediately below masonry reinforcement or ties. Bottom edge shall be slit to fit around reinforcing wires or ties, and membrane shall overlap the membrane sheet below by 50 mm (2 in.). Roll firmly into place.
9. Seal around masonry reinforcing or ties and all penetrations with penetration & termination sealant.
10. Coordinate the installation of air barrier with roof installer to ensure continuity of membrane with roof air barrier.
11. At end of each working day seal top edge of air barrier to substrate with termination sealant.
12. Do not expose air barrier membrane to sunlight for more than 150 days prior to enclosure.

13. Inspect installation prior to enclosing and repair punctures, damaged areas and inadequately lapped seams with a patch of the membrane sized to extend 150 mm (6 in.) in all directions from the perimeter of the affected area.

3.04 TRANSITION MEMBRANE INSTALLATION

A. Install strips, transition membrane, and auxiliary materials according to air barrier manufacturer's written instructions to form a seal with adjacent construction and maintain a continuous air barrier. Install all transition membrane only after application of air barrier.

B. Apply primer to substrates to receive transition membrane at required rate and allow to dry. Limit priming to areas that will be covered by transition tape in same day. Re-prime areas exposed for more than 24 hours.

1. Prime glass-fiber-surfaced gypsum sheathing not covered with air membrane material with number of prime coats needed to achieve required bond, with adequate drying time between coats.

C. Connect and seal exterior wall air barrier membrane continuously to roofing membrane air barrier, concrete below-grade structures, floor-to floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings, using accessory materials.

D. At end of each working day, seal top edge transition membrane to substrate with termination sealant.

E. Apply joint sealants forming part of air barrier assembly within sealant manufacturer's recommended application temperature ranges. Consult sealant manufacturer when sealant cannot be applied within these temperature ranges.

F. Wall Openings: Prime concealed perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply transition membrane so that a minimum of 3 inches (75 mm) of coverage is achieved over both substrates.

1. Transition Membrane: Roll firmly to enhance adhesion.

G. Fill gaps in perimeter frame surfaces of windows, curtain walls, storefronts, and doors, and miscellaneous penetrations of air barrier membrane with foam sealant.

H. Repair punctures, voids, and deficient lapped seams in transition membrane. Slit and flatten fish-mouths and blisters. Patch with transition membrane extending 6 inches (150 mm) beyond repaired areas in strip direction.

3.05 FIELD QUALITY CONTROL

A. Testing Agency: Owner may engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Inspections: Air barrier materials and installation are subject to inspection for compliance with requirements. Inspections may include the following:

1. Continuity of air barrier system has been achieved throughout the building envelope with no gaps or holes.
2. Continuous structural support of air barrier system has been provided.
3. Masonry and concrete surfaces are smooth, clean and free of cavities, protrusions, and mortar droppings.
4. Site conditions for application temperature and dryness of substrates have been maintained.
5. Maximum exposure time of materials to UV deterioration has not been exceeded.
6. Surfaces have been primed.
7. Laps in transition membrane have complied with minimum requirements and have been shingled in the correct direction (or mastic has been applied on exposed edges), with no fish-mouths.
8. Termination sealant has been applied on cut edges.
9. Transition membrane has been firmly adhered to substrate.
10. Compatible materials have been used.
11. Transitions at changes in direction and structural support at gaps have been provided.
12. Connections between assemblies (membrane and sealants) have complied with requirements for cleanliness, preparation and priming of surfaces, structural support, integrity, and continuity of seal.
13. All penetrations have been sealed.

C. Tests: Testing to be performed will be determined by Owner's testing agency from among the following tests:

1. Qualitative Testing: Air barrier assemblies will be tested for evidence of air leakage according to ASTM E1186, smoke pencil with pressurization or depressurization.

D. Remove and replace deficient air barrier components and retest as specified above.

3.06 CLEANING AND PROTECTION

A. Protect air barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.

B. Protect air barrier from exposure to UV light and harmful weather exposure as required by manufacturer. Remove and replace air barrier exposed for more than 60 days.

C. Clean spills, stains, and soiling from construction that would be exposed in the completed work using cleaning agents and procedures recommended by manufacturer of affected construction.

D. Remove masking materials after installation.

END OF SECTION

* * *

SECTION 07600

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Provide all flashing, trim and sheet metal Work as indicated on the Drawings, as required for the completed Work, and as specified herein. The Work shall include, but shall not be limited to, the following:

1. Shop-Formed Copings

2. Steel 2 Piece Snap-on roof coping flashing system

3. Termination Bar

1.02 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).

C. American Society for Testing and Materials (ASTM).

D. Federal Specifications (FS).

1.03 SUBMITTALS

A. Shop Drawings

1. Show the manner of forming, jointing, and securing the metal coping covers and other specified sheet metal items.

B. Product Data

1. Catalog sheets, specifications, installation instructions for each item specified except for shop or job formed items, solder and flux.

C. Samples

1. Materials for Counter-Flashing: One 6" sq piece, for each type material specified.

2. Coping: Full section, 12" long.

3 Termination bar, 12” section. Termination bar fasteners, stainless steel, 3 of each type. Termination bar sealant, 1 container.

D. Guarantee

E. Certificates of qualifications as specified under Article titled “Quality Control (Assurance”).

F. Product Certificates (where applicable and approved by the Owner/Architect’s representative)

Certify that materials of this Section, such as (copper/fabric) flashing, sealants, termination bar, and fasteners, are compatible with all components of the air barrier system and other Project materials that contact them.

1.04 QUALITY ASSURANCE

A. Except as otherwise shown or specified, comply with applicable recommendations, details, and standards of CDA, and SMACNA.

B. All metal Work shall be ink-stamped at intervals, identifying

Manufacturer, type metal, and gage or thickness.

C. Manufacturer's Recommendations

For factory fabricated items, follow the manufacturer's recommendations and installation instructions unless specifically shown or specified otherwise.

D. Materials containing asbestos are prohibited.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products of this Section in such manner to protect them from damage.

1.06 PROJECT CONDITIONS

A. Do not execute the Work of this Section unless the Owner/Architect's representative is present, unless otherwise directed.

B. Make the roof and all uncompleted flashings watertight at the end of each work day.

1.07 GUARANTEE

A. The Contractor shall provide a two (2) year written guarantee, covering the flashing and sheet metal materials and workmanship. Should any defects occur during the stated period, they shall be corrected immediately, and all damage caused by such defects shall be corrected; all corrective Work shall be at the Contractor's expense.

PART 2 - PRODUCTS

2.01 MATERIALS FOR FLASHING FABRICATION

A. Stainless Steel Sheet

Dead soft fully annealed stainless steel sheet, ASTM A240, Type 316, sulfur content .030% or less, 2D dull finish.

B. Sheet Lead

ASTM B29. Minimum Wgt. 4 lbs per sq ft.

2.02 FASTENERS

A. Nails

"Stronghold" type large flat head roofing nail.

1. For Stainless Steel: Stainless steel.

B. Screws, Bolts, and other Fastening Accessories

1. For Stainless Steel: Stainless steel type 316.

C. Anchors

Provide one of the following types:

1. Hammer driven anchors, consisting of a stainless steel drive pin and a corrosion resistant metal expansion shield inserted thru a stainless steel disc with an EPDM sealing washer.

2. Self-tapping, corrosion resistant, concrete and masonry screw inserted thru a stainless steel disc with an EPDM sealing washer.

D. Fasteners for Through-Wall Flashing Termination Bar

1. Tapcon Concrete Screw: stainless steel.

2.03 MISCELLANEOUS MATERIALS (where applicable)

A. Solder

Composition of block tin/pig lead of proportion recommended by the metal manufacturer, stamped either 50/50 or 60/40 "Warranted".

B. Flux

Paste or acid type as recommended by the metal manufacturer.

C. Bituminous Coating: FS TT-C494.

D. Type 3 Sealant (For concealed sealant joints of thru-wall cap receivers and other areas which require concealed sealant).

One part butyl rubber sealant; Pecora BC-158, PTI 707, or Woodmont chem-Calk 300.

E. Termination Bar (For thru-wall copper)

Plastic. Provide material compatible with the air barrier system. York Manufacturing Co., Sanford, Maine.

2.05 FABRICATION

A. General: Where practicable, form and fabricate sheet metal Work in the factory or shop. Produce bends and profiles accurately to the indicated shapes. Where not indicated or specified, follow the applicable requirements of the reference standards listed in PART 1. All corners to be factory prefabricated. Hem exposed sheet metal to eliminate all sharp edges and corners.

B. Cap Flashing (two-piece) with Thru-Wall Coping Cap Receiver; All corners of coping flashing and of cap receivers shall be factory prefabricated: mitered and lapped approximately 1" at corner, and fully soldered or welded. At expansion joints, provide v-notch splice joint with 6" lap matching three-way fabrication each side of joint. Cap flashing fabricated to be spring tight against wall/base flashing.

1. Cap Flashing: Three way mortar bond type receiver with snap fit cap flashing.

   Acceptable manufacturers / products:

   a. LITSCO, Long Island Tinsmith Supply Corp., 76-11 88th St., Glendale, NY. Two-piece snap fit cap flashing; with 3-way mortar bond receiver.

   b. Keystone Flashing Co., 5119 N. Second Street, Philadelphia, PA."Keystone Two-Piece cap Flashing".

2. Thru-wall Coping Flashing, with and without receiver: Three way mortar bond flashing, with snap fit cap flashing for flashing with receiver. Allow for 1/2" extension of flashing beyond masonry face below stone prior to the bend for the drip to allow for raking and sealing of mortar joint below flashing for faces without receiver. Thru-wall flashing to be copper – 16 oz.

   Acceptable manufacturers / products:

   a. LITSCO, Long Island Tinsmith Supply Corp., 76-11 88th St., Glendale, NY. Thru-wall coping flashing; with 3-way mortar bond.

   b. Cheney Flashing Co., 623 Prospect St., Trenton, NJ. "Cheney 3-way Sawtooth Thru-Wall Flashing"

   c. Keystone Flashing Co., 5119 North Second Street, Philadelphia, PA. "Keystone Thru-wall Flashing".

3. Materials

a. Stainless Steel: 26 ga (0.018").

C. Factory Fabricated Formed Coping

Complete system including 0.063" aluminum coping, anchor plates, joint drainage system, concealed joint covers and all other accessory components. "Permasnap Coping" as manufactured by W.P. Hickman Company, Asheville, NC; "Snap-Lok Coping" as manufactured by MM Systems Corp, Tucker, GA; “LockTight Coping” as manufactured by Litsco.

1. Finish: Anodized; color: as selected by Architect.

D. Metal Expansion Joint Cover

1. Stainless Steel 24 ga (0.025").

E. Flashing Pipe thru-Roof (Except plumbing vent flashing)

1. Stainless Steel: 26 ga (0.018").

2. Fabrication

a. Fabricate fittings to shapes and profiles indicated on Drawings; if details are not indicated, follow applicable requirements of the Architectural Sheet Metal Manual of SMACNA.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Coordinate the work of this Section with other Work for the correct sequencing of items which make up the entire system of weatherproofing or waterproofing.

3.02 PREPARATION

A. Do not install the Work of this Section unless all necessary nailers, blocking and other supporting components have been provided.

B. Do not install the Work of this Section unless all substrates are clean and dry. Do not cover air barrier membrane until the completion of a curing period if recommended by the membrane manufacturer.

3.03 INSTALLATION (where applicable and approved by the Owner/Architect's representative)

A. Isolation

Separate dissimilar metals from each other with a dielectric coating to prevent galvanic action. Coating shall be bituminous or synthetic material as required for compatibility with adjacent materials.

B. Tinning and Soldering

1. Use soldering irons (heavy coppers) as Industry Standard. Torch soldering is not acceptable.

2. Clean, flux and tin all surfaces to be soldered.

3. Sweat solder thoroughly into seams, completely filling the seam for the full width.

4. Upon completion of soldering, remove all traces of flux residue, and if required, apply a neutralizing wash followed by a clean water wash.

C. Installing In-Wall and Thru-Wall Cap Flashing Receivers, In-Wall/Through-Wall Flashing and Thru-Wall Coping (with or without receiver) Flashing

1. Set the flashing so there is mortar above and below the built-in portion. Bonding ribs shall be completely filled with mortar.

2. Do not mallet, bend or deform the exposed portion.

3. Lap all end joints so they interlock at the first raised rib. Apply Type 3 sealant between the mating surfaces of the built-in portion of the flashing before interlocking end joints.

4. All corners shall be factory prefabricated: mitered and lapped approximately 1" at corner, and fully soldered or welded by the manufacturer.

5. Provide splice plate at all expansion joints, 12" wide, with 6" lap each side

and v-notch in center of joint.

6. Flashings that end at vertical surfaces, into windows, cavities shall be turned up 3” to form a pan.

D. Installing Cap Flashing

1. General: Form and install the cap to provide a spring tight fit against the base flashing. Lap all end joints a minimum of 6” and base flashing a minimum of 4". Extend the cap continuously around corners or provide lock seams. Install waterstop flashing at expansion joints.

2. Cap Flashing for Installation in Reglets:

a. Extend the cap flashing into the reglet, applying pressure to securely lock it into position along its entire length.

b. Pack the reglet with lead wool to within 1/4” of the reglet opening, then fill with sealant and tool to a slightly concave surface.

3. Surface Mounted Cap Flashing:

a. Form the top portion of the cap flashing which comes in contact with the wall surface with a 1" wide bearing surface. Form a 45 degree x 1/4" wide stiffener and calking flange along the top edge.

b. Apply Type 2 sealant on the back side of the bearing surface.

c. Secure the cap flashing to the wall with fasteners spaced 12" oc thru the bearing surface.

d. Apply Type 2 sealant along the calking flange.

4. In-Wall Cap Flashing:

a. Extend the built-in portion of the cap a minimum of 4" into the wall. Form the edge of the built-in portion with a 1/4" hook dam.

b. Set the cap so there is mortar above and below the built-in portion.

c. Lap all seams a minimum 6” and apply Type 3 sealant between the

mating surfaces of the built-in portion of the flashing.

5. Cap flashing For Installation in Receivers: Insert the cap flashing into the receiver locking slot. Apply upward pressure along the entire length of the cap flashing so that it is securely locked into position. Nail 1” wide strap of same material as flashing at 32” o.c. prior to inserting cap in receiver. After cap installation, bend strap over edge of flashing by 1/2” to prevent flashing from coming out of receiver.

6. Pre-tin and solder with soldering irons (heavy coppers) all inside and outside corners.

7. Where applicable, release existing soldered lap with soldering iron, install base flashing, dress down and re-solder existing lap.

E. Installing Factory Fabricated Formed Metal Coping

Install in accordance with the manufacturer's written instructions unless shown or specified otherwise.

F. Installing Expansion Joint Cover

1. Install combination edge strip and cap flashing over the base flashing. Secure the edge strip along the top of the curb and lap the base flashing a minimum of 4". Lap each individual length a minimum of 6".

2. Form the expansion joint cover with standing seam joints not to exceed 10'-0" oc.

Turn the edges of the cover over the edge strip. Allow clearance of one half the width of the expansion joint between all edges of cover and edge strip.

G. Installing manufactured copper/fiberglass fabric flashing.

1. Installation

a. All surfaces to receive the copper/fiberglass flashing shall be reasonably smooth, free from irregularities.

b. On horizontal masonry surfaces, lay flashing in a coat of manufacturer recommended sealant, and with a fresh bed of mortar above the flashing. Spot vertical surfaces with sealant or other recommended material to hold flashing in place until masonry is set, and secure as detailed. Trim flashing to terminate flush with the exposed face of masonry wall,

except at masonry indicated to have deeply raked joints, and as otherwise indicated.

c. For installation in conjunction with “sealant edge” indicated below, lay flashing in a coat of manufacturer recommended sealant on top of sealant edge, with the fabric flashing cut back from the finished face.

d. Install the flashing in continuous lengths with the minimum number of joints. Door and window flashing shall be installed in one continuous length from side to side. All seams are to have silicone sealant for entire length.

e. At corners, beams, columns, and at other junctures, fit flashing to the proper contour.

f. Fold flashing at ends to form dams at all edges.

2. Over Concrete Foundations: Lay flashing in a fresh bed of mortarabove and below. When recommended by the flashing manufacturer the flashing may be laid on a coat of recommended sealant, and with a fresh bed of mortar above the flashing. At the intersection with column, bring flashing a minimum of 10" up the column and affix with mastic or other recommended material.

3. Spandrels: Start flashing cut flush with the outside face of the wall; go over the stainless steel sealant edge as shown on Drawings, adhered to sealant edge flashing with a full coat of low modulus silicone sealant. Go up inside the wall cavity as indicated on the Drawings. Then go thru the wall turning up on the inside face of the wall not less than 2", or provide a continuous termination bar as indicated on the Drawings to seal flashing to backup masonry or concrete after air barrier membrane is applied. Fasten bar to substrate 8” on center, with stainless steel fasteners anchored into pre-drilled pilot holes. Provide a continuous bead of low modulus silicone sealant along top of termination bar to completely seal the bar and flashing to the substrate. Confirm that all materials are compatible with the air barrier system.

4. Heads: Start flashing covering the toe of lintel angle or as shown on the Drawings; go over the lintel on a full coat of low modulus silicone sealant. Go up inside the wall cavity as indicated on the Drawings. Then go thru the wall turning up at the inside not less than 2", or where indicated on the Drawings provide a continuous termination bar as specified for Spandrel

flashing. Extend flashing at least 6" on each side of the opening. Turn flashing at the ends, forming a 2" deep pan running entirely thru the wall. All corners shall be folded, not cut.

5. Thruwall: Start flashing cut flush with the outside face of wall. Lay flashing on masonry in a fresh bed of mortar above and below. Extend flashing up thru the wall turning up at the inside not less than 2", or provide continuous termination bar as indicated on the Drawings to seal flashing to backup masonry or concrete after air barrier membrane is applied. Fasten bar to substrate 8" on center, with stainless steel fasteners anchored into pre-drilled pilot holes. Provide a continuous bead of low modulus silicone sealant along top of termination bar to completely seal the bar and flashing to the substrate. Confirm that all materials are compatible with the air barrier system. Where flashings end at vertical surfaces, into windows, cavities, etc., turn flashing up 3" high, fully soldered, to form a pan.

6. Joints: Lap joints at least 6", coating the contacting surfaces with sealant recommended by flashing manufacturer.

H. Sealant Edge

Provide stainless steel sealant edge flashing on relieving angles as indicated on the Drawings and wherever else indicated. Form flashing as required to suit lipped brick or other configuration. Adhere to relieving angle with a full coat of low modulus silicone sealant. Seal joints with sealant. Provide factory prefabricated corners and lap pieces a minimum of 4", with a full coat of low modulus silicone. Edge shall be hemmed.

I. Flashing at Cast Stone Window Sill (where applicable and approved by the Owner/Architect's representative.)

Provide 26 gauge stainless steel flashing as indicated on the Drawings, on bed of mortar, and cover with mortar. Install in one continuous length from side to side. Provide end dams at least 2" high, fully soldered or welded, forming a pan.

END OF SECTION

* * *

SECTION 07900

JOINT SEALERS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Provide all joint sealer Work as indicated on the Drawings, as required for the completed Work, and as specified herein. This Section includes joint sealants for the following applications**:**

1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:

a. Control and expansion joints in unit masonry.

b. Joints in dimension stone cladding.

c. Joints between different materials listed above.

d. Perimeter joints between materials listed above and frames of doors, windows and louvers.

e. Other joints as indicated.

1.02 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work

1. American Society for Testing and Materials (ASTM)

1.03 SUBMITTALS

A. Product Data

Catalog sheets, specifications, and installation instructions for each type of joint sealant product specified except miscellaneous materials.

B. Samples for Initial Selection:

1. For general purpose use around windows and at relieving angles, Colors of Exposed Joint Sealants: Provide color chart for Architect’s approval.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2"wide joints formed between two 6” long strips of material matching the appearance of exposed surfaces adjacent to joint sealants

D. Quality Control Submittals

1. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

2. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.

3. Preconstruction Test Results

a. Sealant manufacturer’s test reports certifying compatibility and adhesion with all contiguous materials.

b. Sealant manufacturer’s test reports certifying that the sealant will not stain contiguous materials.

c. The results of field adhesion testing.

F. Low Emitting Materials Compliance Submittals

1. Provide documentation for each sealant, sealant primer and cleaner to be used on site and within the weatherproofing/waterproof membrane (interior) of the building, indicating that the sealants and primers meet V.O.C. requirements of NYC.

1.04 QUALITY ASSURANCE

A. Container Labels

Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

B. Preconstruction field-adhesion testing

Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints as directed by Architect.

2. Conduct field adhesion tests for each kind of sealant and joint substrate.

3. Test using ASTM C1193 Method A: For joints with dissimilar substrates, verify adhesion to each substrate separately

4. Do not use sealants that fail to adhere to joint substrates during testing.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle joint sealer materials as recommended by the Manufacturer, to protect from damage.

1.06 PROJECT CONDITIONS

A. Environmental Requirements

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40°F or above 85°F.

2. Humidity and Moisture: Do not install the Work of this Section under conditions that are detrimental to the application, curing, and performance of the materials.

3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.

4. Do not proceed with installation of joint sealants under the following conditions

a. When joint substrates are wet.

b. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

c. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

d. Surfaces are frozen.

e. Surfaces are superheated by the sun.

B. Protection

1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved covering to prevent defacement from droppings.

3. Protect any painted surfaces which are not included in the Work from impact or damage.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Dow Corning Corp., Midland, Michigan 48686

B. Momentive Performance Materials-GE Silicones**,** Waterford, NY 12188

C. Pecora Corp., Harleyville, PA

D. Tremco Sealants and waterproofing, Beachwood, OH 44122

E. Sika Corporation, Lyndhurst, NJ 07071

2.02 SEALANTS

A. Type 1 Sealant (for use in vertical expansion joints where movement occurs; for general purpose use around windows, door frames, louvers, and other junctures).

1. One-part low-medium modulus silicone sealant (plus or minus 50% movement); ASTM C920 classifications type S, grade NS, class 25, uses NT, M, G, and A: Dow Corning 791, General Electric Silpruf SCS2000, Pecora 864NST, Tremco Spectrem 2 or Sika SikaSil WS 295.

   Silicones shall meet the following requirements:

   - ASTM C719 - Low-Medium Modulus (+ or - 50%). Sealants shall not exhibit any cracking or surface degradation after 5000 hours exposure in the Atlas Twin Arc Weatherometer.

   - ASTM C661 - Shall not incur a durometer increase greater than 10 points.

   - Sealants shall contain zero parts of toxic isocyanurate ingredients.

Provide custom colors for use around window perimeters, to match window frame or masonry, or other colors as determined by the Architect.

B. Type 1B Sealant - For general use around windows, store front systems, door frames, metal panel systems, metal coping, louvers, cast stone copings and other junctures where movement occurs.

One-part ultra-low modulus neutral cure silicone sealant; ASTM C920 classifications type S, grade NS, class 25, uses NT, M, G, A and O: Dow Corning 790 , Pecora 890 FTS; Tremco Spectrem-1 or Sika SikaSil WS 290.

Provide custom colors for use around window perimeters, to match window frame or masonry, or other colors as determined by the Architect.

C. Type 2 sealant (narrow joint seam sealer for joints & cracks 1/4" or less in width)

Silicone sealers: Dow Corning 1299

D. Type 3 Sealant (for concealed bedding only).

One-part butyl rubber sealant; Pecora BC-158, or Tremco Butyl.

E. For sealants used on site and within the weatherproofing/waterproof membrane (interior) of the building comply with V.O.C. requirements specified by NYC.

2.03 JOINT FILLERS

A. Expanded Polyethylene Joint Filler (for existing joints where applicable))
Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

B. Closed-Cell Polyurethane or Closed-Cell Expanded polyethylene Joint Filler (for all cast-in-place concrete work).

Resilient, compressible, semi-rigid; W.R. Meadow Ceramar or equal**.**

C. ASTM D1056, Class RE41 (for masonry joints) where shown on the Drawings.

D. Filler Sealant (for Parapet Expansion Joints)

Acrylic impregnated compressible polyurethane foam precompressed to 50% of its uncompressed length: “Backerseal” by Emseal.

2.04 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

1. For primers used on site and within the weatherproofing/waterproof membrane (interior) of the building comply with V.O.C. requirements specified by NYC.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

1. For cleaners used on site and within the weatherproofing/waterproof membrane (interior) of the building comply with V.O.C. requirements specified by NYC.

C Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material) or Type B (bicellular material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

E. Bond Breaker Tape

Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self-adhesive where applicable.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.02 PREPARATION

A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.

1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.

2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.

3. Thoroughly clean surfaces on which sealant is to be applied using methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.

4. Prime surfaces, if required, as recommended by Manufacturer before applying sealant.

3.03 JOINT BACKING INSTALLATION

A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.

B. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

3.04 SEALANT INSTALLATION

A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.

B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impracticable, install sealant by knife or by pouring, as applicable.

C. Finishing

Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.

1. Use tool wetting agents as recommended by the sealant manufacturer.

3.05 FIELD QUALITY CONTROL

A. Field Adhesion Testing of Sealants - Test completed elastomeric joints as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:

a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and join substrate.

b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.

2. Test Method – Test joints by hand pull method described below:

a. Make knife cuts from one side of the joint to the other, followed by two cuts approximately 2 inches long at sides of joint and meeting cross cut at one end. Place a mark 1 inch from cross-cut end of 2 inch piece.

b. Use fingers to grasp 2 inch piece of sealant between cross-cut end and 1" mark, pull firmly at a 90 degree angle or more in direction of side cuts while holding a ruler along sides of sealant. Pull sealant out of joint to the distance recommended by the sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension, hold this position for 10 seconds.

c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side.

3 Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.

4. Inspect tested joints and report on the following:

a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

b. Whether sealants filled joint cavities and are free of voids.

c. Whether sealant dimensions and configurations comply with specified requirements.

5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

7. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.06 CLEANING

A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.

B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION

* * *

SECTION 09900

PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes surface preparation and field painting of the following:
   1. Exposed exterior items and surfaces.

   2. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface as directed by the Architect. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.

   1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels as described in Article 2.05A.

1.02 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

   1. Federal Specifications (FS)

   2. American Society of Testing and Materials (ASTM)

   3. N.Y.S. Department of Environmental Conservation

   4. U.S. Department of Labor

   5. Occupational Safety and Health Administration (OSHA)

6. Steel Structures Painting Council (SSPC)

1.03 DEFINITIONS

A. The term "Painting" as used in this Section, means the application of all coatings such as paint, primer, enamel, varnish, shellac, oil, etc. as listed in the Painting Schedules.

B. The term "Painting" also includes preparation of surfaces for such applications, and the clean-up as hereinafter specified.

C. The term “exposed” refers to any item which is not concealed.

1. The term “exposed to public view” means situated so that it can be seen from eye level from a public location. A public location is that which is accessible to persons not responsible for operation or maintenance of the building.

1.04 SUBMITTALS

A. Product Data

Provide manufacturers' product literature for all materials specified and material manufacturer's printed directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, storage and VOC content, as applicable for each of the materials specified.

B. Quality Assurance

1. Certification that materials for each system are obtained from a single manufacturer.

2. Certification that Work shall be performed by personnel with a minimum of three years experience who meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).

3. Certification that material meets or exceeds the performance requirements of Federal Specifications.

4. Certification that materials comply with N.Y.C. and N.Y.S. regulations for Volatile Organic Compounds.

C. Low Emitting Materials Compliance Submittals:

1. Provide documentation for each coating to be used on the building interior indicating that the coatings comply with low V.O.C. requirements.

1.05 QUALITY ASSURANCE

A. General

1. All painting materials shall arrive at the job ready-mixed.

2. Remove all rejected materials from the premises immediately.

3. Verify that the specified shop prime paint for each applicable item in this Project is compatible with the total coating system, prior to application.

4. Materials selected for each system type shall be products of a single manufacturer.

B. Qualifications

1. Work of this Section shall be performed by personnel with a minimum of three years experience in performing this type of Work.

2. The Contractor shall ensure that all employees meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).

C. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

D. Regulatory Requirements

1. N.Y.C. Building Code, latest edition

2. N.Y.S. Department of Environmental Conservation -Part 205 on "Architectural Surface Coatings" - for (VOC) Volatile Organic Compounds.

3. Steel Structures Painting Council (SSPC).

4. U.S. Department of Labor, Occupational Safety and Health Administration, Construction Industry Standards (29 CFR 1926/1910) Revised 10/1/79, Washington, D.C.

5. Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 (Lead In Construction Standard).

6. New York State Department of Environmental Conservation regulations, 6 NYCRR part 364.

7. New York City Department of Environmental Protection Waste water disposal permitting requirements.

E. Certifications

Federal Specifications: When materials are specified to comply with Federal Specifications, products will be accepted which meet or exceed the performance requirements of such Federal Specifications and comply with all regulations currently in effect.

1. Indicate that material complies with Federal Specifications by including the Federal Specifications number on the container label or on the product literature, or submit a statement with the Product Data stating that material meets or exceeds the performance requirements of the Federal Specifications.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery

Deliver materials to the site in original, unopened containers bearing manufacturers name and label containing the following information:

1. Product name or title of material

2. Manufacturer's stock number, batch number, VOC content in grams per liter and date of manufacture.

3. Manufacturer's name

4. Federal Specification number, if applicable.

5. Federal regulations for amount of lead in paint (less the 0.06% lead in non-volatile ingredients)

6. Contents by volume for major pigment and vehicle constitutions

7. Thinning instructions

8. Application instructions

9. Color name and number

B. Storage

1. Owner/Architect's representative will designate space on premises with the coordination of the Contractor for storage of materials. Contractor shall restrict storage in this area to paint materials and related equipment, and provide the following:

    a. Provide one (1) approved chemical dry fire extinguisher equal to 20 lb. CO_2 rating in all assigned rooms or locations where painting materials are stored. Fire extinguisher shall bear the label of the National Board of Fire Underwriters and tag of most recent inspection.

    b. Provide three (3) standard size red fire pails with clean sand in above locations. At the completion of project, fire extinguishers and pails shall become property of Contractor.

2. Maintain storage area in clean condition, store materials not in use in tightly covered containers. Remove oily rags, waste and empty containers from site each night.

3. Provide Owner/Architect's Representative with one key for each space if spaces are to be kept locked when not in use.

4. Protect all materials from freezing.

1.07 PROJECT CONDITIONS

A. Environmental Requirements

1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.

2. Do not apply finish in areas where dust is being generated or will be generated while the material is drying.

3. Provide paint and coating products to comply with applicable environmental regulations, VOC requirements and local authorities.

4. The Contractor shall ensure that all requirements of OSHA 29 CFR 1926.62 (Lead in Construction Standard) are adhered to during the project. In addition, the Contractor shall ensure that proper work area protection and clean-up procedures (as described in this Section) are strictly adhered to during all phases on the project.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with specified requirements, provide "First Line" or "Top Quality" products of one of the following manufacturers:

1. Benjamin Moore and Co.

2. PPG Industries, Pittsburgh Paints Inc.

3. The Sherwin-Williams Co.

4. Tnemec.

5. Carboline.

2.02 MATERIALS

A. Provide products which meet all N.Y.S. Part 205-VOC requirements for applications outlined herein and comply with low V.O.C. requirements.

B. Provide products which meet all Federal regulations for amount of lead in paint (less than 0.06% lead in non-volatile ingredients).

C. Provide best quality grade of various types of coatings as regularly manufactured by the paint materials manufacturers. Materials not displaying manufacturers' identification as a standard, best-grade product will not be acceptable.

D. Use only thinners approved by paint manufacturers for applications intended and use only within recommended limits.

2.03 REFERENCE STANDARDS

A. Paint materials shall meet or exceed the requirements of the following standards:

Federal Specifications

1. Primers, Sealers, Undercoats

a. Metal Primer for Galvanized surfaces:

FS TT-P-001984
FS TT-P-650-C

b. Metal Primer Aluminum or Steel surfaces:

FS TT-P-57B

c. Primer Sealer, Latex Base: FS TT-P-650C

d. Alkyd Primer (Corrosion Inhibiting) Lead and Chromate Free, VOC Complying FS TT-P664C

e. Acrylic Primer TT-P-650-C

2. Finish Paints

a. Exterior Alkyd Modified Paint; Gloss: FS TT-P-102E, Type II and Type III

b. Ext. Acrylic Latex Paint; Flat: FS TT-P-19

c. Gloss Acrylic Latex Enamel: FS TT-P-1511-B

3. Miscellaneous Materials: (where applicable where wood finishes are used on site)

a. Mineral Spirits (Petroleum Paint Thinner): FS TT-T-291

2.04 EXTERIOR PAINT SYSTEMS

A. New Ferrous Metal
Structural steel, all ferrous metals, and steel window trim.

1st Coat – Touch up with epoxy Polyamide Paint
2nd Coat - Polyamide Epoxy Paint
applied at the rate of -- 4.0 to 6.0 Mils DFT.
SSPC-PS Guide 13.01

3rd Coat (Top Coat) - Acrylic Aliphatic Polyurethane applied at rate of -- 1.5 to 2.0 Mils DFT.
SSPC-PS Guide 17.00 Type 5.

B. Zinc Coated Metal Exposed to Public View

Provide for all galvanized surfaces (Zinc metallizing) exposed to public view (not just on the exposed face), except chain link fences**:**

1st Coat - Epoxy polyamide -- 4.0 Mils DFT

2nd Coat - Exterior Aliphatic polyurethane semi-gloss enamel
-- 4.0 Mils DFT

C. Existing steel members embedded in masonry or concrete.

1st Coat - Epoxy polyamide equal to Tnemec Series 135 Chembuild (capable of painting on an SSPC-SP3 surface prep.
-- 7 to 9 Mils DFT

D. Existing steel members exposed to view or the elements.

Provide the epoxy coat system, except the first coat shall be an Epoxy polyamide equal to Tnemec Series 135 Chembuild (capable of painting on an SSPC-SP3 surface prep.

E. Epoxy Coat System

1st Coat (Primer) - Epoxy organic zinc rich Primer with 85% zinc applied at rate of	--	2.0 to 4.0	Mils DFT. SSPC - PS Guide 12.00 (Organic Zinc Rich).
2nd Coat - Polyamide Epoxy Paint applied at the rate of	--	4.0 to 6.0	Mils DFT. SSPC-PS Guide 13.01
3rd Coat (Top Coat) - Acrylic Aliphatic Polyurethane applied at rate of	--	1.5 to 2.0	Mils DFT. SSPC-PS Guide 17.00 Type 5.

For factory painted items, Manufacturer/Fabricator shall provide touch-up paint in sufficient amount for Project. -- 5.0 Mils DFT

G. Aluminum – Mill Finished

1st Coat - Aluminum metal primer -- 3.0 Mils DFT

2nd and 3rd Coats - Enamel gloss paint -- 2.0 Mils DFT/each Coat

H. Copper, Exposed (where applicable)

Except roof and flashing.

1st Coat - 1 coat linseed oil rubbed dry.

I. Copper, exposed (where indicated to be painted)

1st Coat - Modified Alkyd Primer -- 2.0 Mils DFT

2nd and 3rd Coats - Exterior Alkyd Gloss Enamel -- 2.0 Mils DFT/each Coat

J. Cast Iron Chimney Cap

1st and 2nd Coats - Smokestack black paint-- 3.0 Mils DFT/each Coat

K. Exterior Woodwork (where applicable)

1st Coat - 1 coat Alkyd Wood Primer-- 2.2 Mils DFT

2nd and 3rd Coats - Alkyd Semi-gloss Exterior Paint -- 2.0 Mils DFT/each Coat

For factory painted items, Manufacturer/Fabricator shall provide touch-up paint in sufficient amount for Project.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

1. The application of painter's finish to any surface shall be taken to indicate that the Contractor considers such surfaces suitable for a first-class finish.

2. Do not apply painter's finish in any locations until the Work of other Contractors that might damage the new finish is completed.

3. Notify the Owner/Architect's representative in writing regarding Work by others that does not provide a suitable surface for the new finish.

4. In case of dispute regarding the suitability of any surface, the Owner/Architect's representative's decision shall be final and conclusive upon all concerned.

5. Contractor shall check the compatibility of previously painted surface with the new coating by applying a test panel 4 foot wide x wall height. Allow test panel to dry thoroughly; verify proper adhesion before proceeding with painting Work.

3.02 PREPARATION AND APPLICATION - EXISTING BUILDING

A. Protection (where applicable)

1. In cases where the painting of surfaces does not involve the removal or disturbance of existing paint or the paint is not lead-based as determined by testing by the Owner/Architect's representative, the following protection requirements shall apply:

a. In each area to be painted, cover and protect furniture, equipment and floors from damage with clean cloths, heavy building paper or clean plastic covering secured in place. All protection is to be carefully removed, cleaned or discarded after painting is complete.

B. Surface Preparation

1. Gently wet mist the surface to be scraped with water, then remove all loose paint with scraper and putty knife.

2. Sand surfaces to dull sheen and gloss (where applicable). Before sanding, wet mist the area to be sanded. (Power sanding without a HEPA-filtered vacuum recovery system is not allowed).

3. Remove dust by washing with water, using damp sponge or cloth.

4. After washing, spot prime grease and water stains; magic markers marks, crayon marks, lipstick marks, etc; with a quick-drying alcohol base primer sealer to prevent bleeding.

5. Fill all cracks and holes with appropriate filler material, wet mist and sand flush with adjacent surfaces and spot prime. (Power sanding without a HEPA-filtered vacuum recovery system is not allowed).

6. Apply number of finish coats specified herein or as many as may be necessary to obtain the proper finish and completely cover the substrate.

3.03 PREPARATION

A. Protection

Cover or otherwise protect finished Work of other trades and surfaces not to be painted concurrently or not to be painted.

B. Surface Preparation

1. Perform preparation and cleaning procedures in accordance with the paint manufacturer's instructions and as specified.

   a. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to other cleaning procedures. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

2. Ferrous Metals (where applicable)

   a. Remove dirt and grease with cleaning solvents that will not affect shop prime coat. Wipe off with clean cloths.

   b. Remove rust, mill scale and defective paint down to bare metal, using scraper, sandpaper, or wire brush. Grind if necessary to remove shoulders at edge of sound paint to prevent flaws from photographing finish coats.

3. Galvanized Metal

   a. Remove dust and oil with mineral spirits and wipe dry with clean cloth. Repair welded and abraded surfaces with a 2 mil (dry)

minimum thick coating of cold galvanizing compound in conformance with ASTM A780; comply with manufacturer's application instructions.

b. Repair steel decks and cold-formed metal framing immediately following installation.

c. For hot-dipped galvanized surfaces, allow 6 months of weathering prior to cleaning specified in a. above. Immediately before painting, roughen surface with course sandpaper. Zinc metallized surfaces do not require sanding.

4. Steel Doors and Frames

a. Fill small dents, pits, and other minor imperfections flush and smooth with polyester filler.

b. Apply and finish filler in accordance with manufacturer's instructions.

C. Materials Preparation

1. Mix and prepare painting materials in accordance with the manufacturer's directions.

2. Stir materials before and during application to produce and maintain a mixture of uniform density. Do not stir any film that may form on the surface of materials into the material; remove the film and strain the material before using.

3. Thinning: Use only thinners recommended by the paint manufacturer and use only within the recommended or specified limits.

3.04 APPLICATION

A. General

1. Paint materials shall be kept at a proper and uniform consistency.

2. Thin only when necessary to achieve best results.

3. Thinners shall be material recommended by manufacturer of paint, and in quantity as recommended.

4. Excessive use of thinner as indicated by variation in absorption, lack of "hide", thickness of dry film, mottled or streaky coat, shall be cause for rejection. Correct as directed.

5. Apply all coats with brush or roller, varying slightly the color of succeeding coats. Spraying will not be permitted.

6. Avoid lapping of paint on glass, hardware, or other adjoining surfaces.

7. Apply no paint to operating units where sliding contact of metals is necessary for proper functioning of unit.

3.05 FIELD QUALITY CONTROL

A. The Owner/Architect Representative reserves the right to require the following material testing procedures at any time, and any number of times during period of field painting:

1. Measurement of dry film thickness (DFT) by use of a dry film thickness gauge in accordance with use and calibration requirements of Structural Steel Painting Council [SSPC], "Method of Measurement of Dry Paint Thickness with Magnetic Gauges".

END OF SECTION

* * *

SECTION S01300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Perform the work of this Section in accordance with the General Conditions, AIA Document A201/2007, Supplementary Conditions and all other requirements of the Contract Documents.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections: The following Sections contain requirements related to this Section:

1. All sections in Division 1 - General Requirements

1.3 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Direct questions relating to the intent of the Specifications or Drawings, quality of work required thereby, to the Architect, in the event of disagreement the Architect's interpretations becomes final, conclusive, and binding on all parties.

1.4 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.5 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

2. Final Submittal: Submit concurrently with the first complete submittal of construction schedule.

a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

3. Format: Arrange the following information in a tabular format:

a. Scheduled date for first submittal.

b. Specification Section number and title.

c. Submittal category: Action; informational.

d. Name of subcontractor.

e. Description of the Work covered.

f. Scheduled date for Architect's final release or approval.

g. Scheduled date of fabrication.

h. Scheduled dates for purchasing.

i. Scheduled dates for installation.

j. Activity or event number.

1.6 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. The Owner/Architect’s representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner/Architect’s representative 's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 10 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Owner/Architect’s representative 's consultants, or other parties is indicated, allow 15 days for initial review of each submittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form. Where multiple files are required for submittal

2. Name file with CSI 16 division master format submittal number, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a dash and then a sequential number, followed by a double zero. Resubmittals shall include sequential revision numbers (0S100-001-01).

3. Provide means for insertion to permanently record Contractor's review and Construction Manager approval markings and action taken by Owner/Architect’s representative.

4. Transmittal Form for Electronic Submittals: Use software-generated form**,** containing the following information:

a. Project name.

b. Date.

c. Name and address of Architect.

d. Name of Contractor.

e. Name of firm or entity that prepared submittal.

f. Names of subcontractor, manufacturer, and supplier.

g. Category and type of submittal.

h. Submittal purpose and description.

i. Specification Section number and (Submital number)

j. Specification paragraph number or drawing designation and generic name for each of multiple items, as appropriate.

k. Drawing number and detail references, as appropriate.

l. Location(s) where product is to be installed, as appropriate.

m. Related physical samples submitted directly.

n. Indication of full or partial submittal.

o. Other necessary identification.

p. Remarks.

5. A. Options: Identify options requiring selection by Owner/Architect’s representative.

B. Deviations and Additional Information: On an attached separate sheet, prepared on letterhead, record relevant information, requests for data, revisions other than those requested by Owner/Architect's representative on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

C. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

D. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

E. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as editable PDF electronic files.

a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.

b. Manufacturer's product specifications.

c. Standard color charts.

d. Statement of compliance with specified referenced standards.

e. Testing by recognized testing agency.

4. Submit Product Data before or concurrent with Samples.

5. Submit Product Data in Editable PDF electronic format.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.

b. Schedules.

c. Compliance with specified standards.

d. Relationship and attachment to adjoining construction clearly indicated.

e. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

a. Editable PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.

b. Product name and name of manufacturer.

c. Sample source.

d. Number of submittal, as described on section 1.6-D2.

e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of

color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

G. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements G-01700 "Project Closeout."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

1. "No Exceptions Taken": "No Exceptions Taken" means the submission is in general conformance with design concept. Construction, fabrication and/ or manufacture can proceed subject to the provision that the work shall be in accordance with the requirements of the Contract Documents. Final acceptance of the work shall be contingent upon such compliance.

2. "Revise as noted / Make Corrections Noted": "Make Corrections Noted" means the submission is in general conformance with the design concept subject to notations on the returned Shop Drawings. Construction, fabrication and/ or manufacturer can proceed subject to the provision that the work shall be carried out in compliance with all annotations and/ or corrections indicated on the returned Shop Drawings and Product Data and in accordance with the requirements of the Contract Documents. Final acceptance of the work shall be contingent upon such compliance. Final shop drawings, incorporating annotations and/or corrections, shall be provided to architect and owner for project record and inspection purposes.

3. "Revise and Resubmit": "Revise and Resubmit" means that the Contractor shall revise and resubmit the Action Submittals in accordance with all annotations and/ or corrections indicated therein. If construction, fabrication and/ or manufacture proceeds it is at the Contractor's risk. Action Submittals bearing "Revise and Resubmit" stamp shall not be permitted on the Project Site.

4. "Rejected": "Rejected" means that the submission is rejected for nonconformance with the construction documents and the Contractor shall make a new submittal which shall comply with the requirements of the Contract Documents. If construction, fabrication and/ or manufacture proceeds it is at the Contractor's risk. Action Submittals bearing "Rejected" stamp shall not be permitted on the Project Site. Any submittal rejected shall not be considered a first cycle submittal for the purpose of scheduling subsequent reviews, i.e., restart submittal process.

a. Do not use, or allow others to use, Action Submittals marked “Revise and Resubmit” or "Rejected " at the Project Site or elsewhere where Work is in progress.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has

received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION
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EXHIBIT D: DRAWINGS

FACADE REPAIR PROGRAM
KAUFMAN HALL, 406 WEST 31ST STREET, NY 10001

GENERAL NOTES

1. WHERE NEW WORK IS REQUIRED AND IT CONFLICTS WITH EXISTING STRUCTURAL, MECHANICAL OR CODE LIMITATIONS, THE CONTRACTOR, BUILDER, OR THOSE IN RELEVANT OR CONTINGENT TRADES SHALL INFORM THE OWNER AND ARCHITECT OF SUCH, PRIOR TO PROCEEDING WITH SUCH WORK.

2. NO WORK OF ANY TRADE IS TO BE CARRIED OUT IN THE EVENT OF CONFLICT OF INFORMATION. CLARIFICATION OF THIS NATURE ARE TO BE MADE BY THE ARCHITECT OR OWNER.

3. ALL WORK IS TO BE CARRIED OUT IN COMPLIANCE WITH APPLICABLE LOCAL CODE REQUIREMENTS AND ANY AGENCIES HAVING JURISDICTION, AS WELL AS ALL MANAGEMENT REGULATIONS.

4. ALL WORK SHALL BE DONE IN A FIRST CLASS WORKMAN-LIKE MANNER AND FABRICATED WITH FIRST CLASS MATERIALS. CONTRACTOR SHALL SUBMIT THE PROPOSED WORK SCHEDULE WITH HIS LUMP SUM BID THAT WILL NOT BE CHANGED EXCEPT WITH THE APPROVAL OF THE OWNER AND ARCHITECT.

5. EXISTING PROPERTY AND NEW WORK IS TO BE PROPERLY PROTECTED AGAINST DAMAGES UNTIL THE COMPLETION OF THE JOB, AT WHICH TIME IT SHALL BE LEFT BROOM CLEAN.

6. AT DEMOLISHED OR CHOPPED AWAY LOCATIONS, PATCHING SHALL BE DONE WITH LIKE MATERIALS OR AS SPECIFIED.

7. THE SUBCONTRACTORS' WORK UNDER THE BUILDER (GENERAL CONTRACTOR) SHALL BE FULLY COORDINATED SO AS TO AVOID UNNECESSARY DEMOLITION OR CONFLICT OF WORK SEQUENCE OF VARIOUS TRADES AND WORKMEN.

8. THE CONTRACTOR SHALL FILE CERTIFICATES OF WORKMENS COMPENSATION, COMPREHENSIVE AUTO LIABILITY, COMPREHENSIVE GENERAL LIABILITY, AND EMPLOYER'S LIABILITY INSURANCES WITH THE OWNER AND ARCHITECT. THE CONTRACTOR IS ALSO TO OBTAIN PERMITS AND PAY ALL FEES REQUIRED BY VENTENOR DEPARTMENT OF BUILDINGS AND ANY OTHER AUTHORITIES HAVING JURISDICTION.

9. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO INSURE THE SAFETY OF THE PUBLIC, WORKMEN, VEHICLES, EXISTING STRUCTURES AND OCCUPANTS OF THE BUILDING.

10. A LICENSED ELECTRICIAN SHALL PERFORM ANY AND ALL ELECTRICAL WORK IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE AND NBFU CODE. PRIOR TO FINAL PAYMENT TO THE BUILDER, A COMPLETION CERTIFICATE SHALL BE ISSUED TO THE OWNER.

11. ANY AND ALL PLUMBING WORK SHALL BE PERFORMED BY A LICENSED PLUMBER WHO IS RESPONSIBLE FOR FILING ALL WORK THAT IS TO BE PERFORMED.

12. CONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, AND THE ARCHITECT AGAINST ALL EXPENSES AND ATTORNEY'S FEES AND ANY LAWSUITS OR ACTIONS ARISING IN WHOLE OR IN PART FROM ANY ACT OR COMMISSION BY THE CONTRACTOR, OF THE SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE OWNER.

13. REFER TO THE PROJECT MANUAL'S SECTION FOR ADDITIONAL NOTES AND CONDITIONS. THE SUBMISSION OF THE CONTRACTOR'S BID IMPLIES THAT ALL DRAWINGS, SPECIFICATIONS, AND NOTES HAVE BEEN READ, UNDER- STOOD AND INCORPORATED AS PART OF THE BID AMOUNT WITH ALL ITS PREREQUISITES AND TERMS. ALL STRUCTURAL WORK SHALL CONFORM TO THE REQUIREMENT OF THE STRUCTURAL ENGINEER AND BUILDING CODE REQUIREMENT

TENANT PROTECTION PLAN

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW JERSEY BUILDING CODE AND WITH ALL REGULATIONS OF ANY OTHER AGENCY HAVING JURISDICTION.

OCCUPANCY: NO ONE SHALL OCCUPY THE SPACE DURING CONSTRUCTION.

EGRESS: ALL EXISTING MEANS OF EGRESS FROM THE BUILDING SHALL BE MAINTAINED CLEAR AND FREE OF ALL OBSTRUCTIONS, SUCH AS BUILDING MATERIALS, TOOLS, ETC.

FIRE SAFETY: THE INTEGRITY OF ALL EXISTING FIREPROOFING SHALL BE MAINTAINED.

ALL FLAMMABLE MATERIALS SHALL BE KEPT TIGHTLY SEALED IN THEIR RESPECTIVE MANUFACTURER'S CONTAINERS. SUCH MATERIALS SHALL BE KEPT AWAY FROM HEAT AND SHALL BE USED AND STORED IN AN ADEQUATELY VENTILATED SPACE.

ALL ELECTRICAL POWER IN THE CONSTRUCTION AREA SHALL BE SHUT-OFF AFTER WORKING HOURS.

THE CONTRACTOR SHALL MAKE SURE THERE IS NO LEAKAGE OF ANY FLAMMABLE GAS USED IN CONSTRUCTION.

ALL BUILDING MATERIALS STORED AT THE CONSTRUCTION AREA, AND/OR IN ANY AREA OF THE BUILDING, ARE TO BE SECURED IN A LOCKED AREA. ACCESS TO SUCH AREAS SHALL BE CONTROLLED BY OWNER AND/OR GENERAL CONTRACTOR.

HEALTH REQUIREMENT CONSTRUCTION OPERATIONS SHALL NOT INVOLVE INTERRUPTION OF HEATING, WATER OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING WITHOUT PRIOR NOTICE.

DUST CONTROL: DEBRIS, DUST AND DIRT SHALL BE KEPT TO A MINIMUM AND BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA AND SHALL BE CLEARED FROM THE BUILDING PERIODICALLY TO AVOID EXCESSIVE ACCUMULATION.

CONTRACTOR SHALL ISOLATE THE CONSTRUCTION AREA FROM OCCUPIED BUILDING AREAS BY MEANS OF TEMPORARY PARTITIONS OR HEAVY DROP CLOTHS.

NOISE RESTRICTIONS: CONSTRUCTION OPERATIONS SHALL BE CONFINED TO REGULAR WORKING HOURS: MONDAY THRU FRIDAY, 8:00 AM - 5:00 PM.
ON SATURDAYS AND SUNDAYS BY PERMISSION OF MANAGEMENT.

PROTECTIVE OVERHEAD BRIDGING

1. MINIMUM 8' HIGH CLEARANCE AT SIDEWALKS, WATERPROOF PLANKING DECK AND 4' PARAPETS.

2. PROVIDE 14' CLEARANCE AT DRIVEWAY AREAS.

3. PROVIDE FOR MAXIMUM 150 P.S.F. LIVELOAD TO ALLOW FOR FUTURE PIPE SCAFFOLDING TO BE ADDED ABOVE THE BRIDGE TO ACCESS BALCONIES FOR RECONSTRUCTION UP TP ROOF LEVEL.

4. PROVIDE 24 HR. LIGHTING AND SECURITY SYSTEM.

5. PROTECTIVES AT BRIDGE STEEL POSTS & BOLTS AT PEDESTRIAN LEVEL.

6. ALL WORK TO BE PERFORMED BY EXPERIENCED CREW AND LICENSED AND INSURED CONTRACTOR.

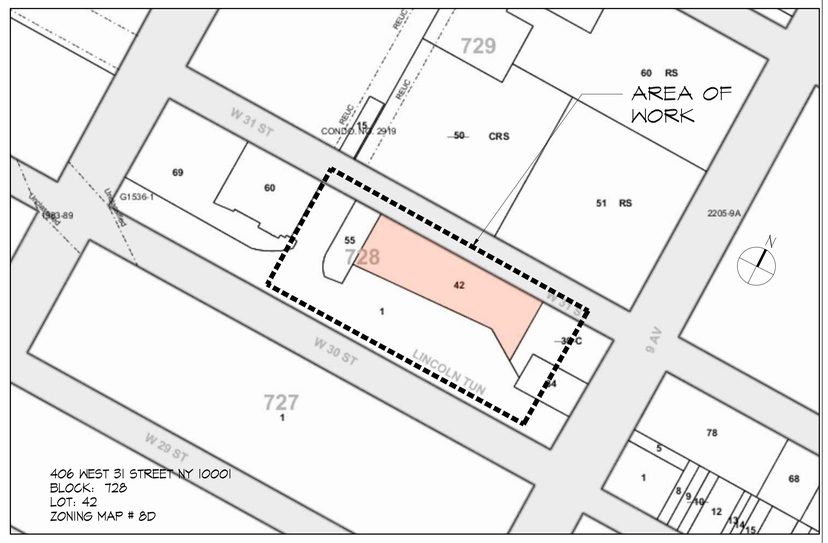
7. PROTECT ALL PLANTING AREAS & TREES AGAINST DAMAGE.

DRAWINGS INDEX

T-000.00	COVER SHEET
T-001.00	STRUCTURAL NOTES
A-100.00	SITE & PROTECTION PLAN
A-100A.00	ENGINEERING PLATFORM PLAN VIEW
A-101B.00	ENGINEERING PLATFORM SECTION
A-102C.00	ENGINEERING PLATFORM SECTION & DETAILS
A-101.00	ROOF PLAN
A-102.00	NORTH ELEVATION
A-103.00	EAST ELEVATION, WEST ELEVATION
A-104.00	SOUTH ELEVATION
A-200.00	BALCONY TYPE 1- AT THE SOUTH FACADE
A-201.00	BALCONY TYPE 2- AT THE SOUTH FACADE
A-202.00	BALCONY PROPOSED REPAIRS
A-203.00	REPAIR DETAILS
A-204.00	PARAPET WALL REPAIR DETAILS
A-205.00	SPANDREL BEAM REINFORCEMENT DETAILS
A-206.00	SECTION & DETAILS

ZONING NOTES

ADDRESS: 406 WEST 31 STREET NY 10001
BLOCK: 728
LOT: 42
ZONING MAP # 8D
C.OCCUPANCY:



PLOT PLAN
NTS

NOTE:

PROTECTIVE SIDEWALK BRIDGING BY OTHERS
UNDER SEPARATE APPLICATION

SCOPE OF WORK:

- REPAIRING THE NORTH, EAST, WEST AND SOUTH FACADE DAMAGE CONDITIONS.
- REMOVING STEEL BALCONIES AT THE SOUTH FACADE.

CONTROLLED/SPECIAL/PROGRESS INSPECTIONS (NYC BC 2018)		
CONTROLLED/SPECIAL INSPECTIONS	CODE/ SECTION	REPORTS REQ'D
MASONRY	NYC BC 1704.5	TR-1
FINAL INSPECTION	NYC BC 109.5 DIRECTIVE 14 (1975)	TR-1
STRUCTURAL STEEL DETAILS	BC 1705.2.2	TR-1
STRUCTURAL STABILITY	BC 1705.25.1	TR-1
TENANT PROTECTION PLAN	BC 1705.26	TR-1
WELDING	BC 1705.2.1	TR-1

Rev.	To	Qty.	Date
	DOB	1	08.28.2026

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COVER SHEET

406 WEST 31ST STREET
NEW YORK, NY 10001

ENGINEER	ARCHITECTS	
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DWG BY: DRS	SCALE: AS NOTED	PAGE 1 OF 17

STRUCTURAL NOTES

STEEL DECK NOTES:

1. STEEL DECK SHALL CONFORM TO THE CURRENT SPECIFICATIONS FOR THE DESIGN OF LIGHT GAUGE COLD FORMED STEEL STRUCTURAL MEMBERS AS PER THE AISI LATEST EDITION AND STEEL DECK INSTITUTE SPECIFICATIONS AND STANDARDS. WHERE REQ'D FOR SPAN PROVIDE 40KSI DECK.

2. DECK SHALL BE ANCHORED BY WELDING THROUGH THE BOTTOM OF THE RIB TO STRUCTURAL STEEL AT MAXIMUM SPACING OF 12"USING ARC PUDDLE WELDED WITH MINIMUM BEARING OR END LAP OF 2".

3. DECK OPENINGS SHALL BE TREATED AS FOLLOWS:
   A. FOR HOLES 6"OR LESS, PERPENDICULAR TO THE SPAN, NO REINFORCING IS REQ'D.
   B. FOR HOLES OVER 6", BUT NOT MORE THAN 12", PROVIDE ONE 14 GAUGE REINFORCING PLATE 24"X24" AND WELD IN PLACE.
   C. ALL OTHER OPENINGS TO BE FRAMED AS SHOWN ON PLAN

SUPERSTRUCTURE CONCRETE NOTES:

4. ALL CONCRETE OVER METAL DECK SHALL BE LIGHT WEIGHT CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS U.O.N.

5. CONCRETE ENCASEMENTS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS U.O.N.

6. ALL CONCRETE IS TO COMPLY WITH ALL REQUIREMENTS OF CURRENT ACI BLDG. CODE AND ALL RELEVANT SECTIONS OF THE NEW YORK CITY BUILDING CODE.

7. CONCRETE USED FOR FILL SHALL BE LIGHT WEIGHT CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF f'c=3500 PSI AT 28 DAYS U.O.N. FILL CONCRETE SHALL BE REINFORCED WITH 6X6-W2.9XW2.9 W.W.F.

STRUCTURAL STEEL NOTES:

8. STRUCTURAL STEEL HAS BEEN DESIGNED IN ACCORDANCE WITH THE NYC. BUILDING CODE. ALL STEEL TO BE ASTM A992 HAVING A MINIMUM YIELD OF 50,000 PSI U.O.N. ALL STEEL TO BE DOMESTIC ONLY.

9. AISC SPECIFICATIONS FOR "ALLOWABLE STRESS DESIGN (ASD) FOR STRUCTURAL STEEL IN BUILDINGS" - LATEST EDITION SHALL APPLY, EXCEPT AS MODIFIED BY THE NOTES, SCHEDULES AND DETAILS SHOWN ON THE STRUCTURAL DRAWINGS OR ANY RESTRICTIVE REQUIREMENTS OF THE BUILDING CODE. ALL LATERAL CONNECTIONS SHOWN ON S-100'S ARE DESIGNED USING "ALLOWABLE STRESS DESIGN".

10. THE FRAME SHALL BE CARRIED UP TRUE AND PLUMB AND TEMPORARY BRACING SHALL BE INTRODUCED WHEREVER NECESSARY TO TAKE CARE OF ALL LOADS TO WHICH THE STRUCTURE MAY BE SUBJECTED, INCLUDING EQUIPMENT AND OPERATION OF SAME SUCH BRACING SHALL BE THE RESPONSIBILITY OF THE STEEL CONTRACTOR AND SHALL BE LEFT IN PLACE AS LONG AS REQUIRED FOR SAFETY.

11. ALL CONNECTIONS SHALL BE IN ACCORDANCE WITH AISC SPECIFICATIONS.

12. ALL WELDED CONNECTIONS SHALL CONFORM TO THE NEW YORK CITY BUILDING CODE. PROVISIONS SHALL BE MADE FOR FIELD INSPECTION AND TESTING OF WELDS. ALL SHOP WELDS SHALL BE TESTED BY ANY OF APPROVED METHODS AND SHALL BE CERTIFIED.

13. ALL BOLT STEEL SHALL CONFORM TO THE FOLLOWING ASTM DESIGNATIONS, LATEST EDITION: HIGH STRENGTH TENSION CONTROL BOLTS A-325 AND A-490, U.O.N.

14. ALL BOLTS SHALL BE 3/4" XX FI XX MINIMUM ON HOLES 13/16" UNLESS OTHERWISE SHOWN ON THE DRAWINGS.

15. ALL SHOP CONNECTIONS SHALL BE HIGH STRENGTH BOLTED OR WELDED.

16. ALL COLUMN SPLICES, CONNECTIONS OF BEAMS TO COLUMNS, CONNECTION WITHIN THREE FEET OF COLUMNS, CONNECTIONS OF OR TO DIAGONAL MEMBERS, AND ALL BEAMS CARRYING MACHINE LOADS SHALL BE HIGH STRENGTH SUP CRITICAL CONNECTIONS.

17. IN ADDITION TO MOMENT CONNECTION, PROVIDE AISC STANDARD SHEAR CONNECTIONS FOR ALL GRAVITY AND WIND LOADS AS SHOWN IN THE TYPICAL SHEAR CONNECTION DETAILS.

18. ALL SHEAR CONNECTORS SHALL BE XX 3/4 FI XX HEADED STUDS AND 4 7/8"LONG.

19. ALL ENDS OF COLUMNS AT SPLICES AND ALL OTHER BEARING CONNECTIONS SHALL BE MILLED TO COMPLETE TRUE BEARING.

20. PROVISIONS SHALL BE MADE FOR CONNECTIONS OF OTHER TRADES INCLUDING CUTTING AND PUNCHING OF STRUCTURAL MEMBERS, WHERE REQUIRED BY THE DRAWING OR BY INFORMATION FURNISHED PRIOR TO FABRICATION. ALL TRADES APPLYING POINT LOADS TO STRUCTURE MUST SUBMIT LOAD AND LOCATION TO ENGINEER OF RECORD DOB

21. THE USE OF A CUTTING TORCH IN THE FIELD WILL NOT BE PERMITTED.

22. WELDING ELECTRODES SHALL CONFORM TO THE E70XX CLASSIFICATION OF THE AMERICAN WELDING SOCIETY.

23. CONTRACTOR SHALL PROVIDE STIFFENERS PER CHAPTER K OF AISC SPECIFICATION (LRFD). FOR THE NON SEISMIC CONDITIONS.

24. ALL WELDERS SHALL BE LICENSED BY THE STATE OF NEW YORK.

25. AREAS OF STRUCTURAL STEEL LEFT UNPAINTED TO ALLOW FOR WELDING OR BOLTING, SHALL RECEIVE A FIELD APPLICATION OF METAL PROTECTION.

26. STRUCTURAL STEEL THAT WILL REMAIN EXPOSED TO VIEW SHALL RECEIVE AN ADDITIONAL COAT OF METAL PROTECTION, OF ANOTHER COLOR, AFTER ERECTION.

27. MISC. METAL CONTRACTOR TO SURVEY IN PLACE STRUCTURAL STEEL PRIOR TO DEVELOPING SHOP DWGS. AND FABRICATING.

28. ALL EXPOSED STEEL, INCLUDING BUT NOT LIMITED TO LINTELS. DUNNAGE AND ROOF ENCLOSURES EXPOSED TO THE WEATHER AND STRUCTURAL TUBES PARTIALLY OR FULLY EMBEDDED IN THE EXTERIOR WALL MUST BE HOT DIPPED GALVANIZED INDICATE SUCH ON SHOP DWGS.

29. STRUCTURAL STEEL FABRICATOR TO SUBMIT QUALIFICATIONS OF DETAILER WHO MUST HAVE A MINIMUM EXPERIENCE OF FIVE YEARS AND BE LICENSED IN THE STATE OF NY. THE ENGINEER OF RECORD RESERVES THE RIGHT TO REJECT THE SUBMITTED DETAILER IF THEIR QUALIFICATIONS DO NOT MEET THE REQUIRED MINIMUM.

30. STRUCTURAL STEEL FABRICATOR TO SUBMIT SIGNED SEALED BY NYSPE CALCULATIONS OF ALL CONNECTIONS, TYPICAL AND OTHERWISE, PRIOR TO SUBMITTING SHOP DWGS. ALLOW TWO WEEKS DOB.

31. ALL CONTRACTORS PER CONTRACT ARE REQUIRED TO COORDINATE THEIR TRADE WITH ALL CONTRACT DWGS.

32. PROVIDE STRUCTURAL STEEL SIZES SHOWN ON PLAN. IF NOT AVAILABLE SIZE MUST BE MANUFACTURED BY EQUIVALENT PLATES AND FULL PEN WELDS AT NO ADDITIONAL COST TO OWNER.

33. STEEL FABRICATOR AND DETAILER TO BE CERTIFIED BY AISC.

CONCRETE AND STEEL REINFORCEMENT

1. NO CONCRETE FOOTING, FOUNDATION PIER, OR FOUNDATION WALL SHALL BE POURED UNTIL SUBGRADE FOR SAME HAS BEEN APPROVED BY A LICENSED PROFESSIONAL ENGINEER.

2. ALL CONCRETE SHALL BE NORMAL WEIGHT CONTROLLED CONCRETE, U.O.N., AND COMPLY WITH A.C.I. BUILDING CODE AND THE CURRENT NEW YORK CITY BUILDING CODE.

3. CONCRETE STRENGTH SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:
   -FOOTINGS 4000 PSI
   -BUTTRESSES AND FOUNDATION WALLS 4000 PSI
   -COLUMN PIERS 4000 PSI
   -FOOTING SEALERS 3000 PSI
   -SLAB ON GROUND 3500 PSI

4. ALL STEEL REINFORCEMENT SHALL HAVE AN ULTIMATE TENSILE STRENGTH OF 90,000 PSI AS PER A.S.T.M. A615-83 GRADE 60. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL THE NECESSARY CHAIRS, REBARS, TIES, SPACERS, ETC., TO SECURE AND SUPPORT THE REINFORCING WHILE PLACING THE CONCRETE. ALL BARS MARKED CONTINUOUS, SHALL BE LAPPED IN ACCORDANCE WITH TYP. REINF. TABLES AT SPLICES AND CORNERS EXCEPT AS OTHERWISE SHOWN ON PLANS LAP CONTINUOUS TOP BARS AT CENTER BETWEEN SUPPORTS AND BOTTOM BARS AT SUPPORT. HOOK TOP BARS AT DISCONTINUOUS ENDS.

5. VERTICAL CONSTRUCTION JOINTS IN ALL WALLS SHALL BE USED ONLY IF UNAVOIDABLE, OR UNLESS OTHERWISE NOTED, AND TO BE LOCATED AT LEAST 4-0" FROM ANY SUPPORTING COLUMN OR WALL OPENING. DISTANCE BETWEEN JOINTS IN WALL SHALL BE ALLOWED AS PER SPECIFICATIONS. NO HORIZONTAL CONSTRUCTION JOINTS WILL BE ALLOWED IN GRADE BEAMS.

6. IN NO CASE SHALL TRUCKS, BULLDOZERS, OR OTHER HEAVY EQUIPMENT BEPERMITTED CLOSER THAN 8-0" FROM ANY FOUNDATION WALL UNLESS APPROVED BY THE ENGINEER.

7. TEMPORARY BRACING SHALL BE PROVIDED FOR ALL BUTTRESSES. WHERE BUTTRESSES DO NOT EXIST OR SPACING BETWEEN BUTTRESSES EXCEED 25 FEET, AND WHERE THE DIFFERENCE IN LEVEL BETWEEN INSIDE AND OUTSIDE GRADE IS MORE THAN 4'-0", INTERMEDIATE BRACING SHALL BE PROVIDED. WHERE RAMPS OCCUR, THE GRADE ELEVATION OUTSIDE OF RAMP WALLS SHALL BE USED IN FIGURING THE DIFFERENCE IN LEVEL. CORNER BUTTRESSES NEED NOT BE BRACED. NO BACKFILLING IS TO BE DONE BEFORE ALL SLABS BRACING WALLS ARE IN PLACE UNLESS APPROVED BY THE ENGINEER.

8. CONTRACTOR TO INSTALL ALL PIPE SLEEVES, BOXED OPENINGS, ANCHOR BOLTS, ETC., AS REQUIRED FOR THE VARIOUS TRADES. WALL POCKETS TO RECEIVE BEAMS AND SLABS SHALL BE PROVIDED AS REQUIRED FOR THE SUPERSTRUCTURE. SHOP DRAWINGS SHOWING THE POSITION OF OPENINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER PRIOR TO PLACING CONCRETE.

9. MINIMUM COVER FOR REINFORCING STEEL SHALL BE 3/4" FOR INTERIOR SLABS AND INTERIOR WALL SURFACES; 1 1/2" FOR BEAMS, GIRDERS. AND COLUMNS (TIES. STIRRUPS OR PRIMARY REINFORCEMENT). FOR ALL CONCRETE EXPOSED TO WEATHER AND EARTH FILL, COVER SHALL BE 2" (1 1/2" FOR STIRRUPS). FOR CONCRETE PLACED AGAINST EARTH, MINIMUM COVER SHALL BE 3".

10. ALL SLABS ON GROUND (AREAWAYS, RAMPS, ETC., INCLUSIVE) SHALL BE 6" THICK, U.O.N., REINF. WITH WELDED WIRE FABRIC 6 6 - W2.9 X W2.9, U.O.N. ON SF-100, MINIMUM YIELD STRENGTH 70,000 PSI, PLACED 1" BELOW TOP OF SLAB.

11. ALL SLABS ON GROUND, U.O.N., TO BE POURED OVER A 8" POROUS FILL BED THAT CONTAINS 20 MIL POLYETHYLENE FILM 3" BELOW THE TOP OF FILL BED. THE SLABS SHALL BE PLACED IN ALTERNATE PANELS NOT EXCEEDING 1,200 SQ. FT. BETWEEN KEYED CONSTRUCTION JOINTS, BUT NO DIMENSION OF THE PANEL IS TO EXCEED 40 FEET.

12. FOR PIER SIZES SEE STRUCTURAL DRAWINGS. WHERE PIER IS REQUIRED BUT NOT SHOWN ON PLANS THE SIZE OF THE PIER SHOULD BE 4" LARGER ON EACH SIDE THAN THE COLUMN BASE PLATE ABOVE WITH A MINIMUM PIER SIZE OF 24" X 24". MIN. REINF. SHALL BE 8-#9 VERT. W/#4@12 TIES.

13. WHERE A PIER IS INDICATED ON THE FOUNDATION PLAN BUT ELIMINATED IN THE FIELD (GOOD MATERIAL HIGHER THAN ASSUMED) THE ENGINEER SHALL BE NOTIFIED AS DEPTH OF FOOTING MAY NEED TO BE INCREASED.

14. THE CONTRACTOR MUST SUBMIT REINFORCING SHOP DRAWINGS SIGNED AND SEALED BY A N.Y.P.E. TO THE STRUCTURAL ENGINEER DOB. NO CONSTRUCTION IS TO BE STARTED UNTIL THE SHOP DRAWINGS ARE REVIEWED BY THE STRUCTURAL ENGINEER OF RECORD.

15. THE STRUCTURAL ENGINEER OR HIS QUALIFIED FIELD REPRESENTATIVE MUST CHECK AND APPROVE ALL STEEL REINFORCING PRIOR TO CONCRETE PLACEMENT.

CODES AND TESTS

16. THIS STRUCTURE HAS BEEN DESIGNED UNDER THE PROVISIONS OF THE NEW YORK STATE BUILDING CODE AS AMENDED AND A.C.I. 318 (LATEST EDITION).

17. ALL CONTROLLED CONCRETE SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE NEW YORK CITY BUILDING CODE AND THE A.C.I. 318 BUILDING CODE (LATEST EDITION). APPLICATION FOR CONTROLLED CONCRETE WITH CONCRETE TESTS AND CURVES OF TESTS FOR THE PRELIMINARY DESIGN MIX PREPARED BY AN APPROVED LABORATORY MUST BE SUBMITTED TO THE ENGINEER FOR FILING WITH THE BUILDING DEPARTMENT. NO CONCRETE SHALL BE PLACED WITHOUT THE DESIGN MIX BEING APPROVED BY THE BUILDING DEPARTMENT.

18. DESIGN AND CONSTRUCTION OF FORMWORK IS TO COMPLY WITH THE A.C.I. 318 BUILDING CODE (LATEST EDITION) AND NEW YORK STATE BUILDING CODE AS AMENDED.

Rev.	To	Qty.	Date
	DOB	1	08.28.2026

ISSUE

STRUCTURAL NOTES

406 WEST 31ST STREET
NEW YORK, NY 10001

ENGINEER	ARCHITECTS	
MALCOLM GRAFF, P.E. DAVID REYHAN, P.E.	DARIUS TORABY ARCHITECTS, P.C. 256 WEST 27TH STREET, STE 1401 NEW YORK , NY 10001; TEL: (212) 242-2855	T-001.00
	DWG BY: DRS / SCALE: AS NOTED	PAGE 2 OF 17

WEST 30 ST STREET

N

SIDEWALK

SIDEWALK BRIDGING PHASE II

PARKING LOT

RESTRICTED ACCESS AREA

20'

20'

15'

SIDEWALK BRIDGING

A-103

36'-5" AREA: C

20'-0"

24'-3" AREA: B

12'-11"

BALCONY TYP. 1

ENGINEERING SYSTEM SEE A-100A, A-100B, A-100C DWGS

RESTRICTED ACCESS AREA DURING STAGGING INSTALLATION & REMOVALS

16'-10"- AREA: A

20'-0"

EMERGENCY LADDER

HOIST

HOIST

HOIST

9'-2"

14'-2"

8'

15'-3" AREA: B

16'-9" AREA C

RESTRICTED ACCESS AREA

20'-0"

BALCONY TYP. 2

SIDEWALK BRIDGING PHASE I

UP

20'-0"

ROOF PROTECTION

20'

94'-5" PHASE I

EXIST. 1 STORY GARAGE BLDG. OWNED BY FIT (SAME OWNER)

88'

ADJACENT BUILDING

DYER AVE.

9TH AVE.

103' PHASE II

KAUFMAN HALL, 406 WEST 31ST STREET

ADJACENT BUILDING

ROOF PROTECTION

DN

UP

SIDEWALK BRIDGING

DUMPSTER

SIDEWALK BRIDGING PHASE I

20'

245'-1" PHASE II

52'-0"

LEGEND	
SIDEWALK SHED PHASE I	
SIDEWALK SHED PHASE II	
ROOF PROTECTION	
HOIST	
RESTRICTED AREA	

WEST 31 ST STREET

1 / A-100 SITE PLAN & PROTECTION PLAN

SCALE: 3/32" = 1'-0"

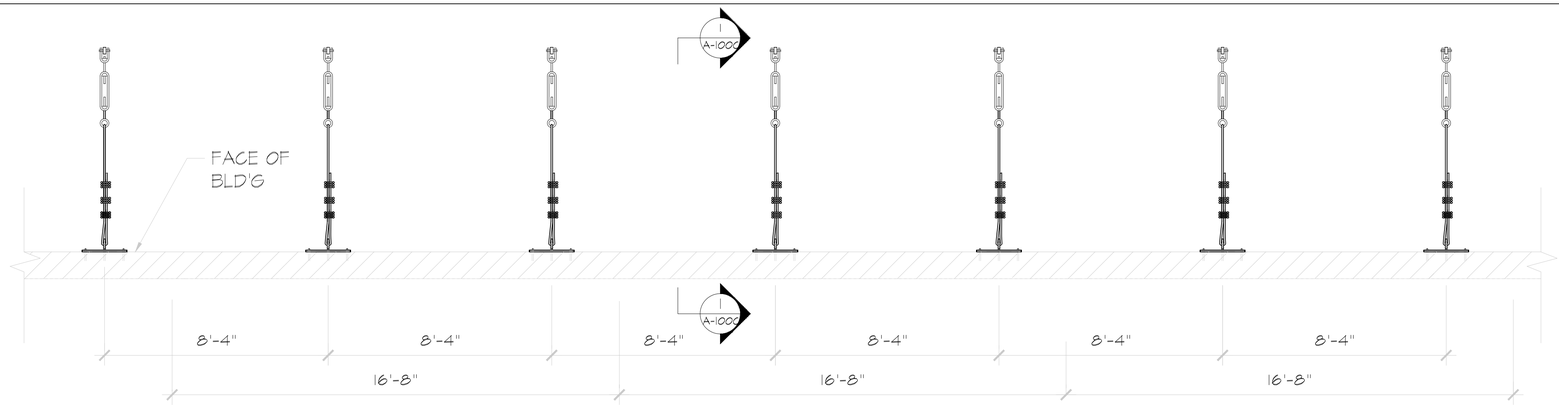
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	FOR REVIEW	1	08.28.2026

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SITE PLAN & PROTECTION PLAN

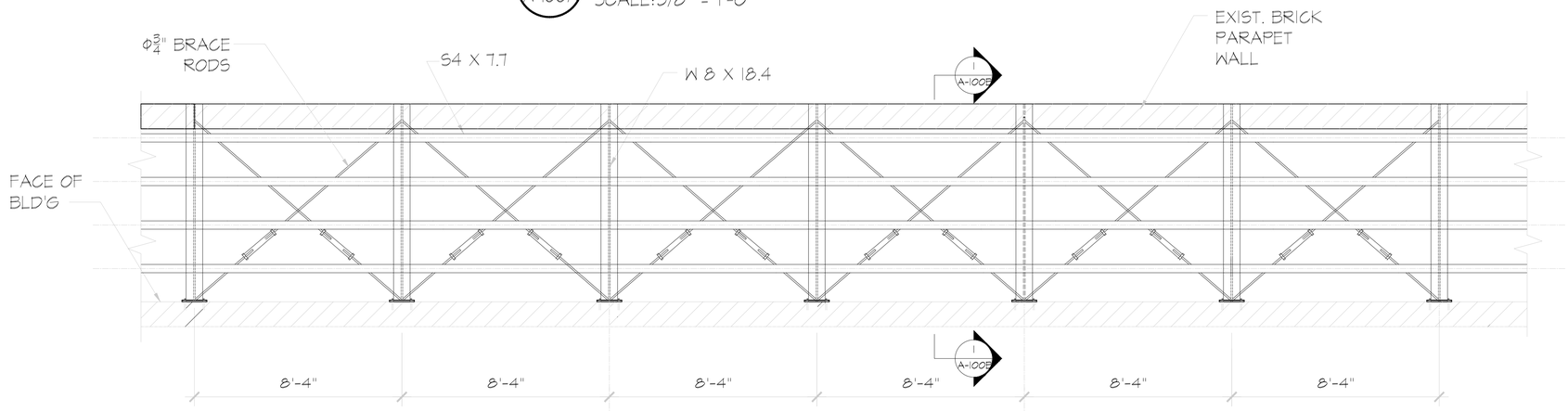
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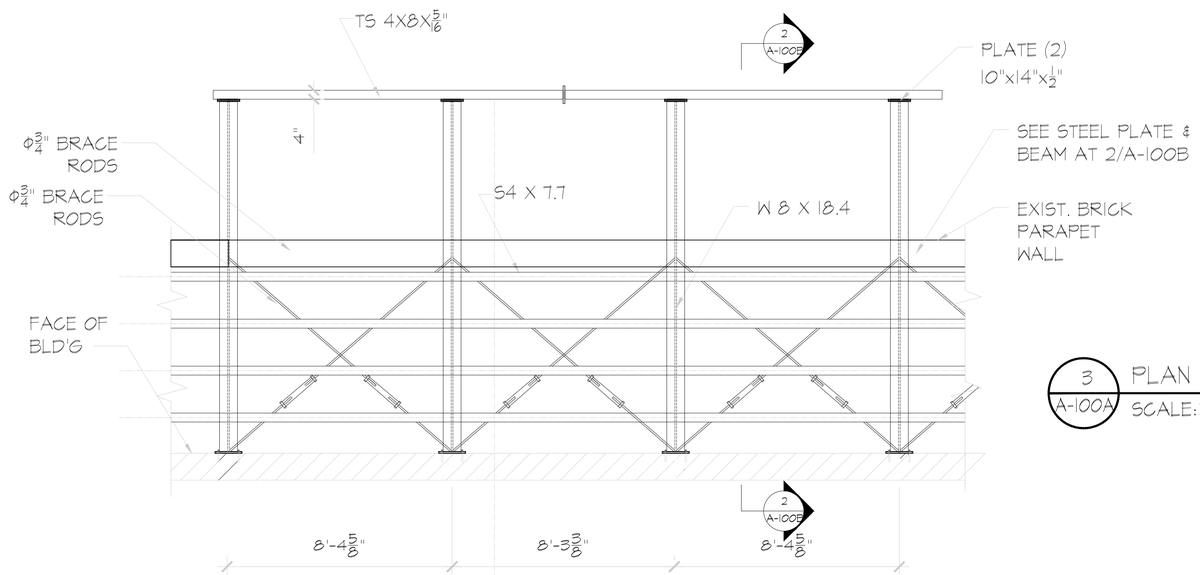
1 / A-100A — PLAN VIEW OF PLATFORM @ AREA C

SCALE:3/8" = 1'-0"



2 / A-100A — PLAN VIEW OF PLATFORM @ AREA: A

SCALE:3/8" = 1'-0"



3 / A-100A — PLAN VIEW OF PLATFORM @ BALCONIES: AREAS: B

SCALE:3/8" = 1'-0"

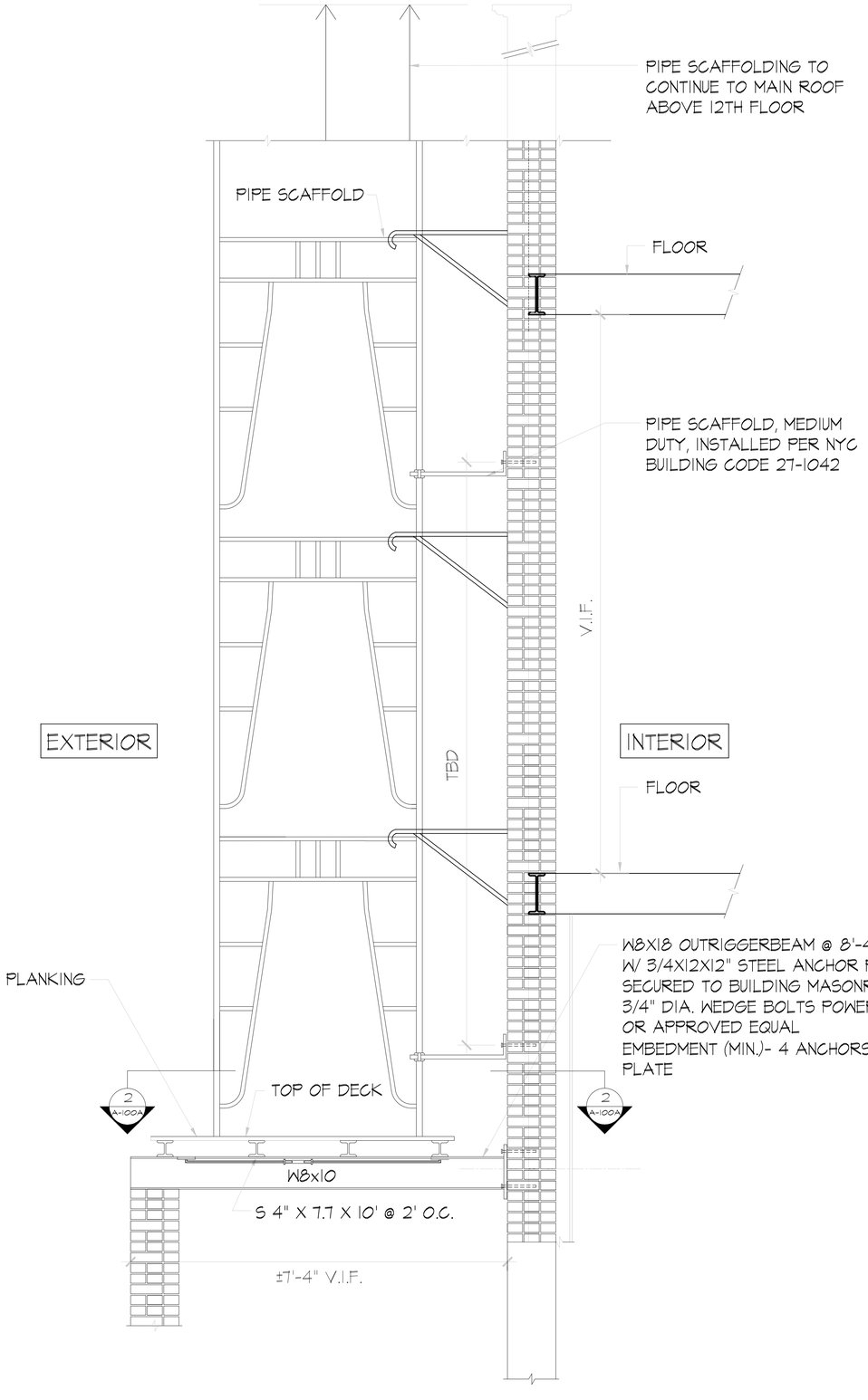
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ENGINEERING PLATFORM
PLAN VIEW

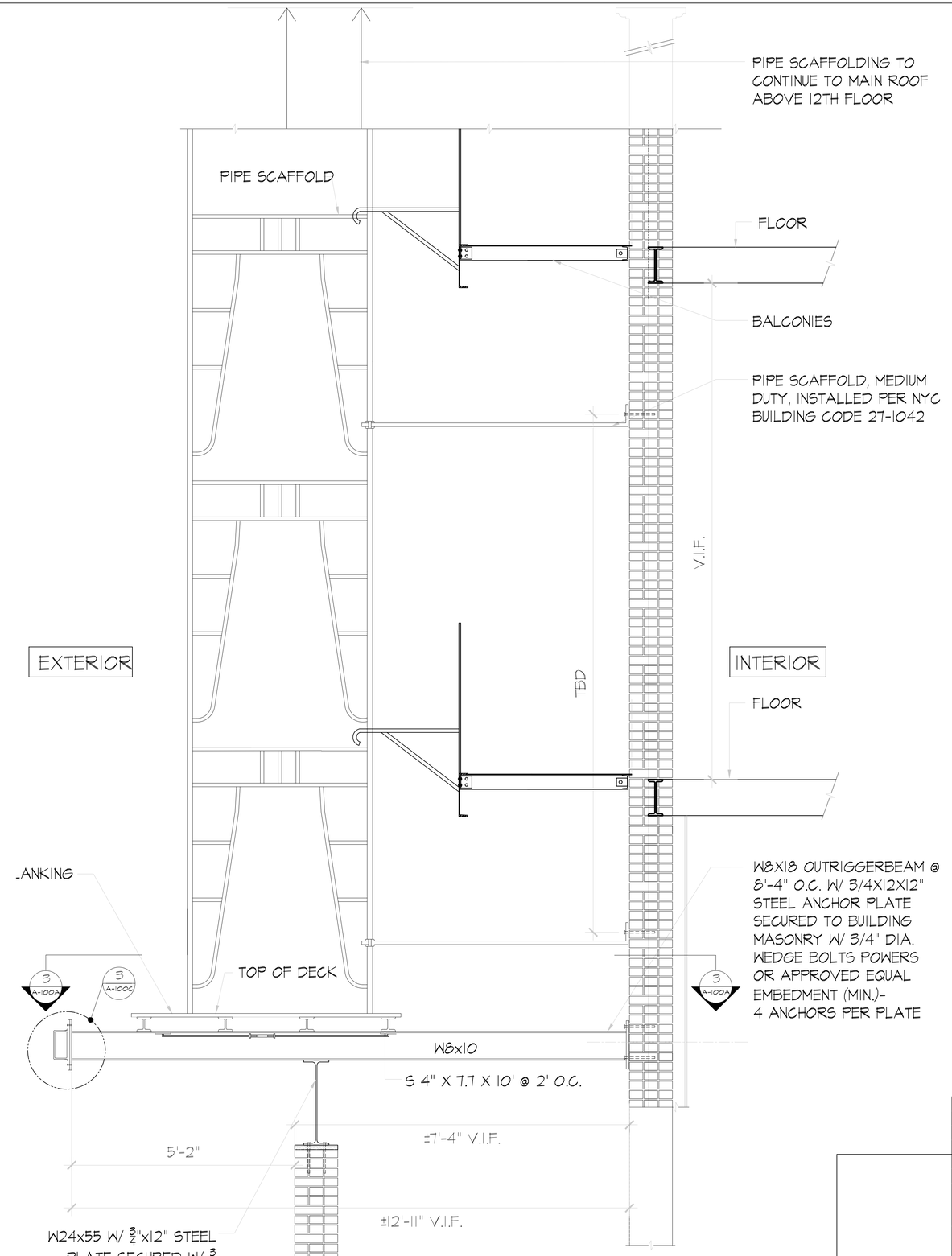
406 WEST 31ST STREET
NEW YORK, NY 10001

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1 A-100B SECTION OF PLATFORM @ AREA A

SCALE:3/4" = 1'-0"



2 A-100B SECTION OF PLATFORM @ AREAS:B

SCALE:3/4" = 1'-0"

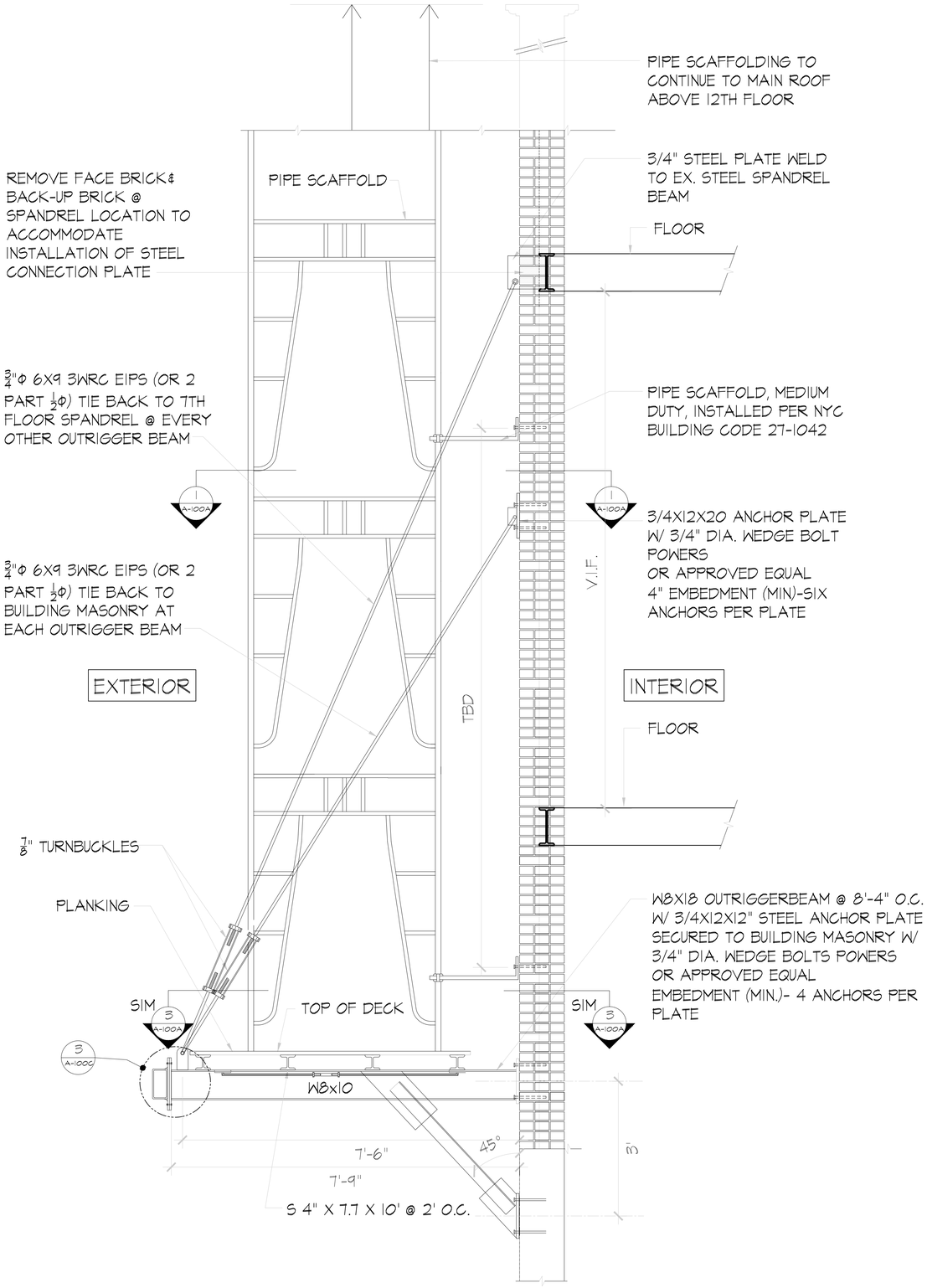
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	DOB	1	08.28.2026

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ENGINEERING PLATFORM SECTIONS

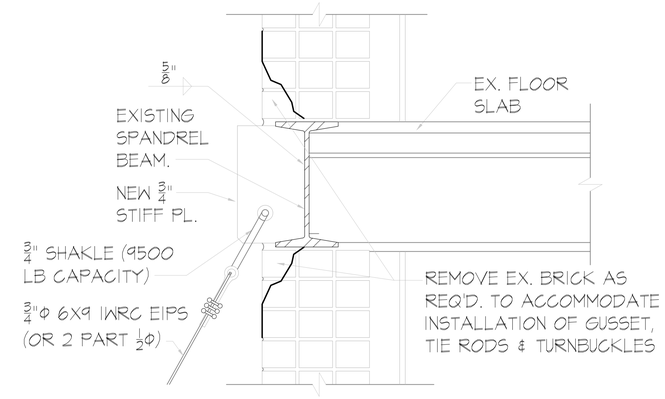
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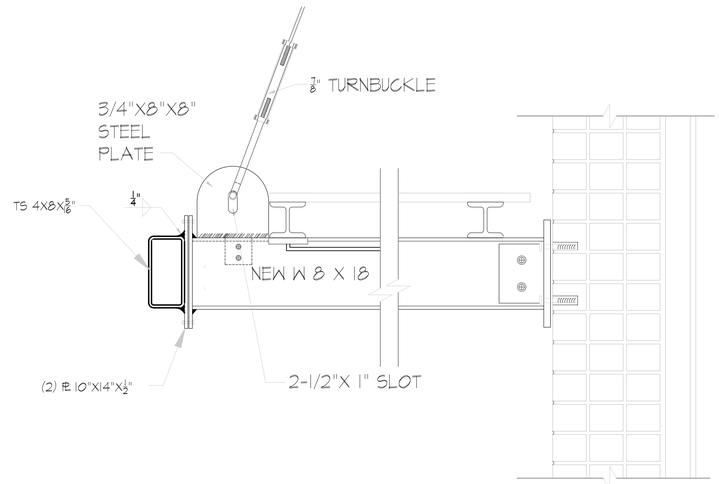
1 / A-100C — PLAN VIEW OF PLATFORM @ AREAS: C

SCALE: 3/4" = 1'-0"



2 / A-100C — SECTION AT PLATFORM CONNECTION TO WALL

SCALE: 1-1/2" = 1'-0"



3 / A-100C — SECTION AT SPANDREL BEAM CABLE TIE BACK

SCALE: 1-1/2" = 1'-0"

	DOB	1	08.28.2026
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ISSUE

ENGINEERING PLATFORM SECTION & DETAILS

406 WEST 31ST STREET NEW YORK, NY 10001

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	DWG BY: DRS / SCALE: AS NOTED	PAGE 6 OF 17

WEST 30 ST STREET

N

SIDEWALK

1 A-104

PARKING LOT

REFER TO DRAWINGS:
A-204 (TYP.)

BALCONY TYP. 1

BALCONY TYP. 2

1 A-103

2 A-103

KAUFMAN HALL, 406 WEST 31ST STREET

103'

88'

ADJACENT BUILDING

DYER AVE.

ADJACENT BUILDING

SIDEWALK

±245'-1"

52'-0"

1 A-102

WEST 31 ST STREET

1 A-101 ROOF PLAN

SCALE: 3/32" = 1'-0"

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ISSUE

ROOF PLAN

406 WEST 31ST STREET
NEW YORK, NY 10001

ENGINEER

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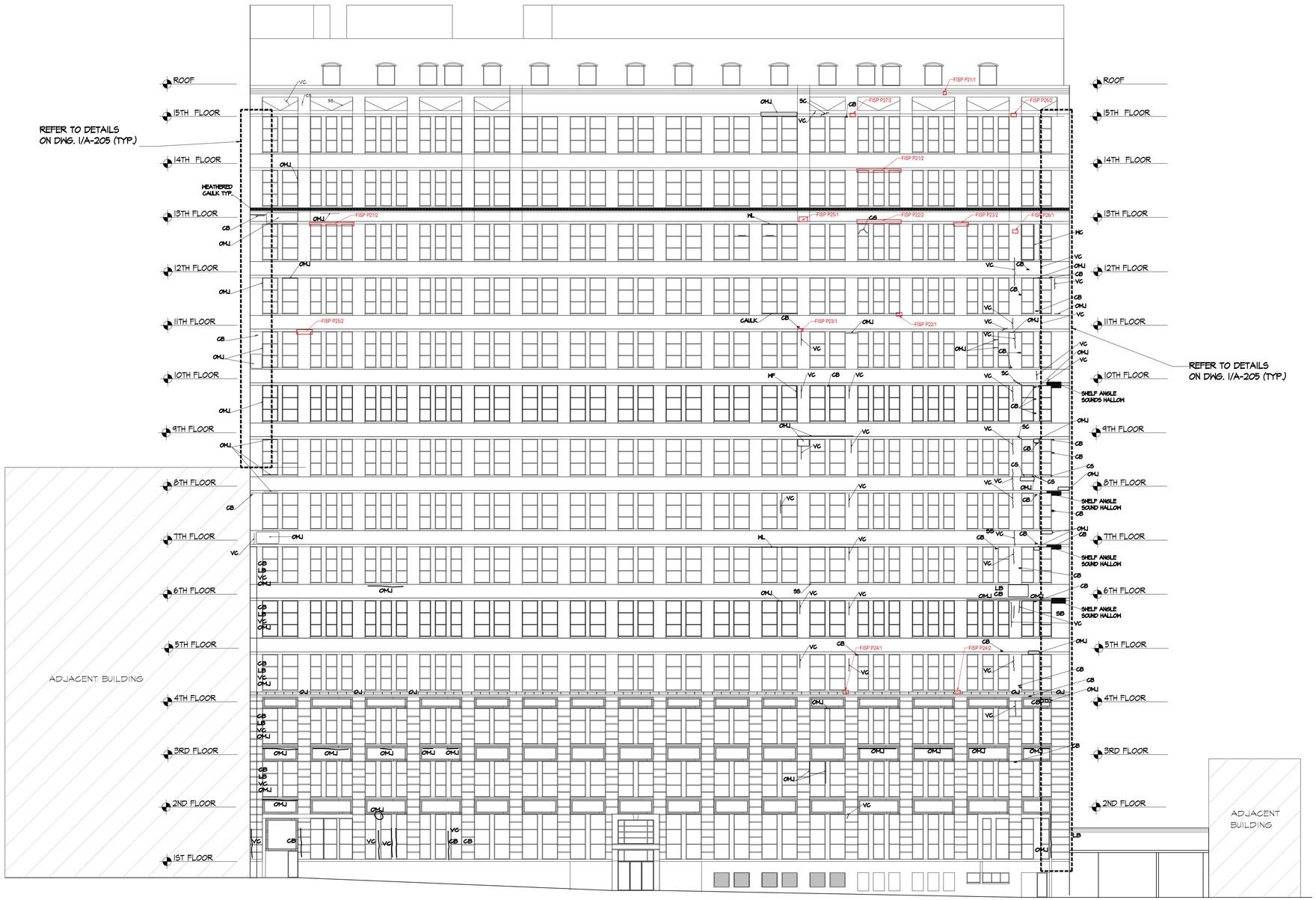
DARIUS TORABY ARCHITECTS, P.C.
236 WEST 27TH STREET, STE 1401
NEW YORK , NY 10001; TEL: (212) 242-2455

A-101.00

DWG BY: DRS | SCALE: AS NOTED | PAGE 7 OF 17

LEGEND OF DAMAGES

OMJ - OPEN MORTAR JOINT
LB - LOOSE BRICK
SB - SPALLED BRICK
VC - VERTICAL CRACK
CB - CRACKED BRICK
DL - DEFORMED LINTEL
WC - WINDOW CAULK
SC - STEP CRACK
SS - SPALLED SILL



1 / A-102 NORTH ELEVATION
SCALE: 1/16"=1'-0"

	DOB	1	08.28.2026
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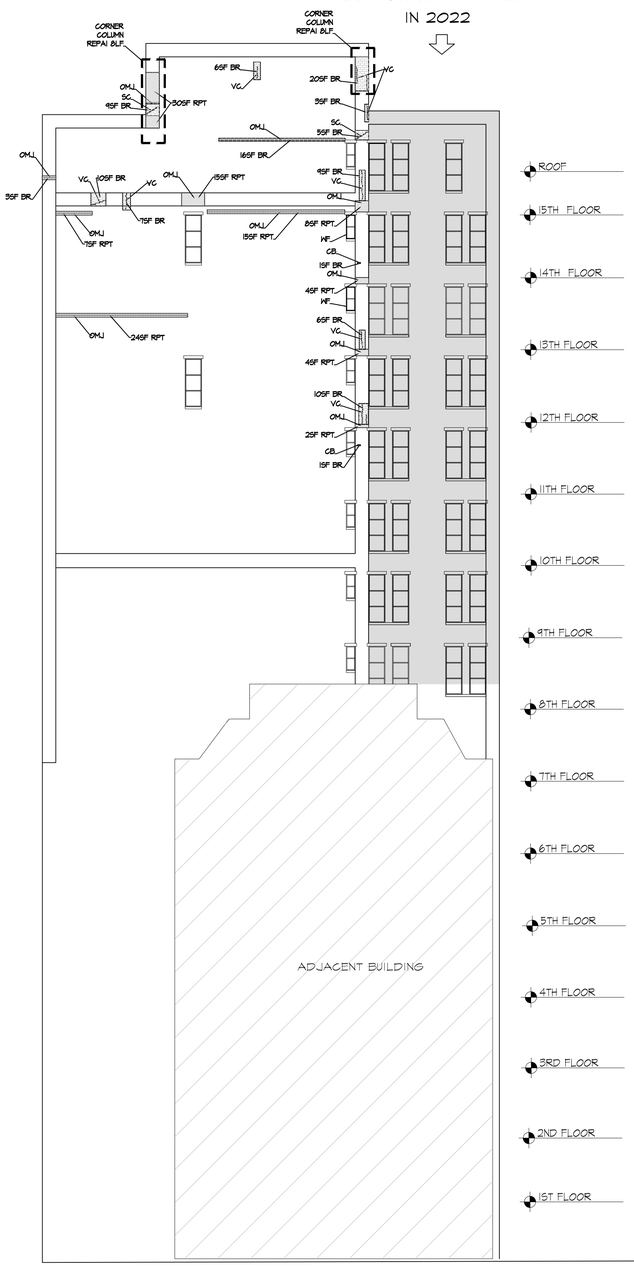
ISSUE

NORTH ELEVATION

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NEW YORK, NY 10001

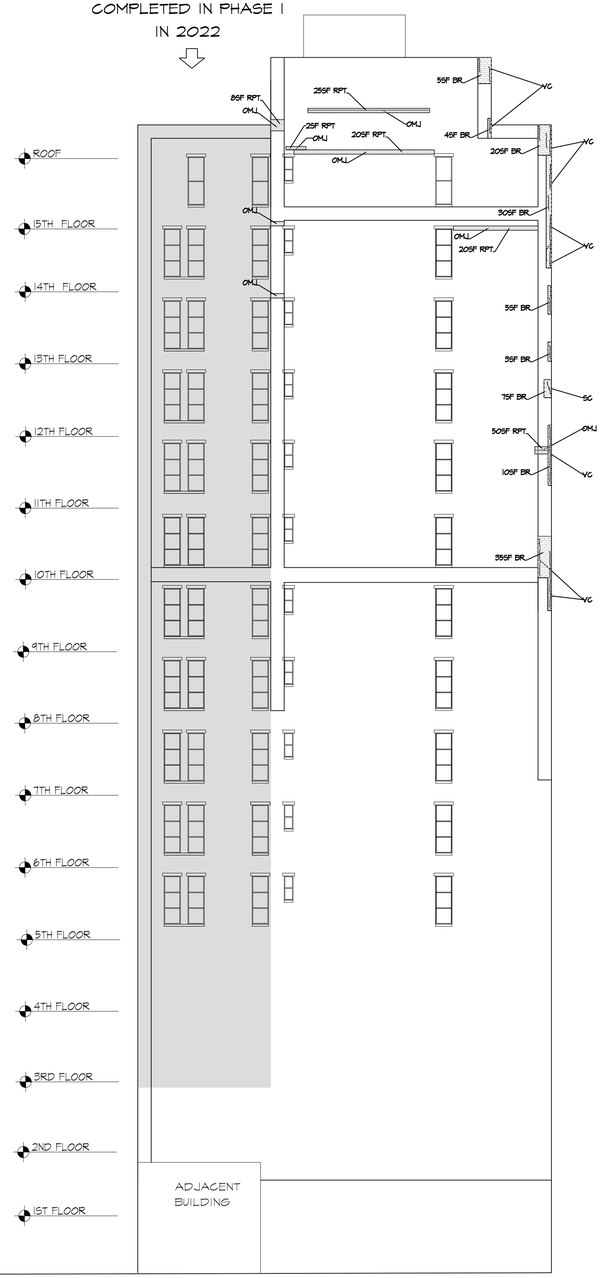
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COMPLETED IN PHASE I
IN 2022



1 A-103 EAST ELEVATION
SCALE: 1/16"=1'-0"

COMPLETED IN PHASE I
IN 2022



2 A-103 WEST ELEVATION
SCALE: 1/16"=1'-0"

LEGEND OF DAMAGES

OMJ - OPEN MORTAR JOINT
OCJ - OPEN CAULKING JOINT
OJ - OPEN JOINT
LB - LOOSE BRICK
SB - SPALLED BRICK
VC - VERTICAL CRACK
HC - HORIZONTAL CRACK
CS - CRACKED STUCCO
SC - SPALLED COPING
LR - LINTEL REPLACEMENT
SS - SPALLED SILL
SCS - SPALLED COPING STONE

REPAIRS
RPT - POINTING
BR - BRICK REPLACEMENT

Rev.	To	Qty.	Date
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EAST & WEST ELEVATIONS

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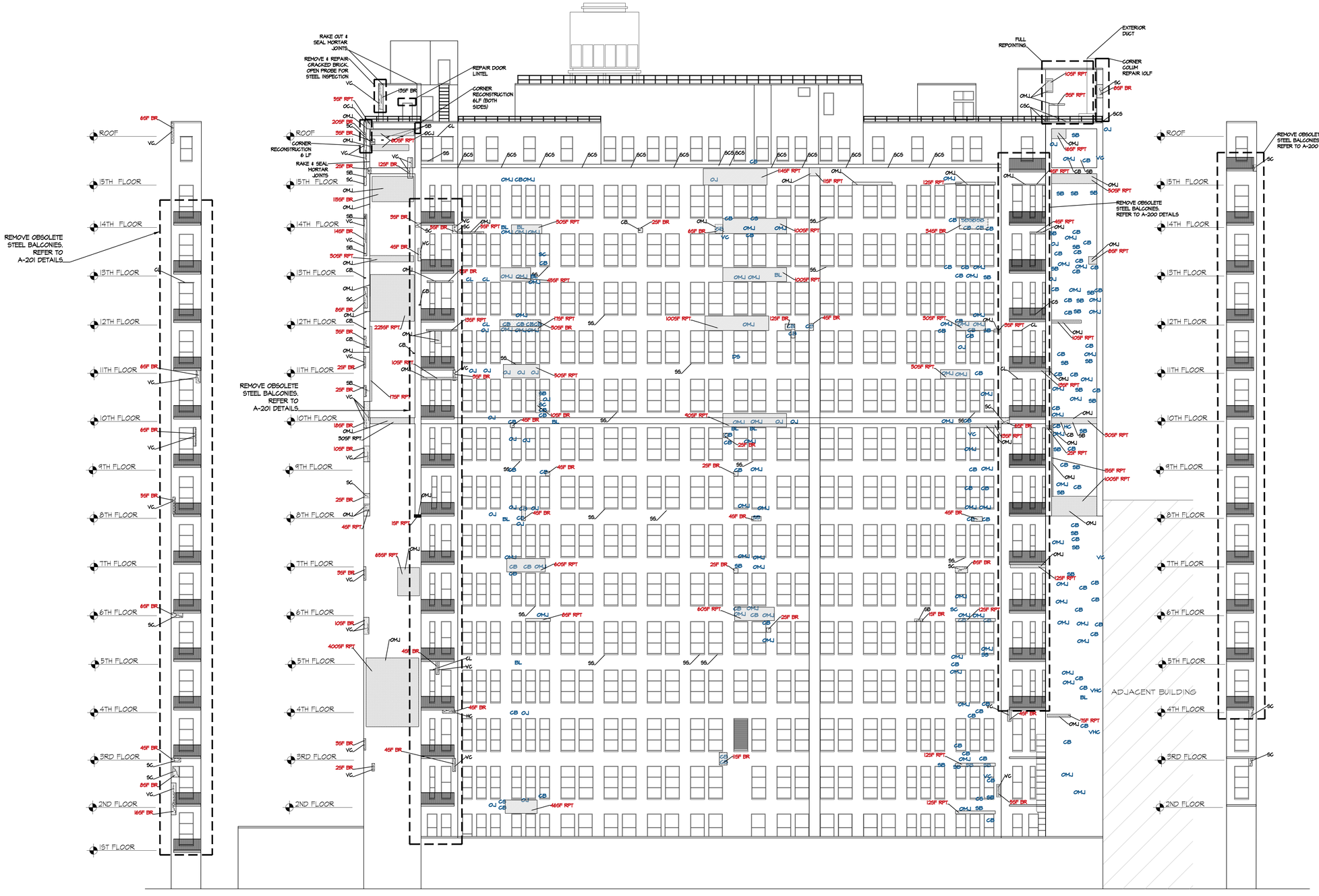
DWG BY: DRS | SCALE:AS NOTED | PAGE 9 OF 17

LEGEND OF DAMAGES

OMJ - OPEN MORTAR JOINT
OCJ - OPEN CAULKING JOINT
OJ - OPEN JOINT
LB - LOOSE BRICK
SB - SPALLED BRICK
VC - VERTICAL CRACK
HC - HORIZONTAL CRACK
CS - CRACKED STUCCO
PT - POINTING
SC - SPALLED COPING
LR - LINTEL REPLACEMENT
SS - SPALLED SILL
SCS - SPALLED COPING STONE

REPAIRS

RPT - RE-POINTING
BR - BRICK REPLACEMENT



SOUTH-WEST BALCONIES ELEVATION

SOUTH-EAST BALCONIES ELEVATION

1 / A-104 SOUTH ELEVATION
SCALE: 1/16"=1'-0"

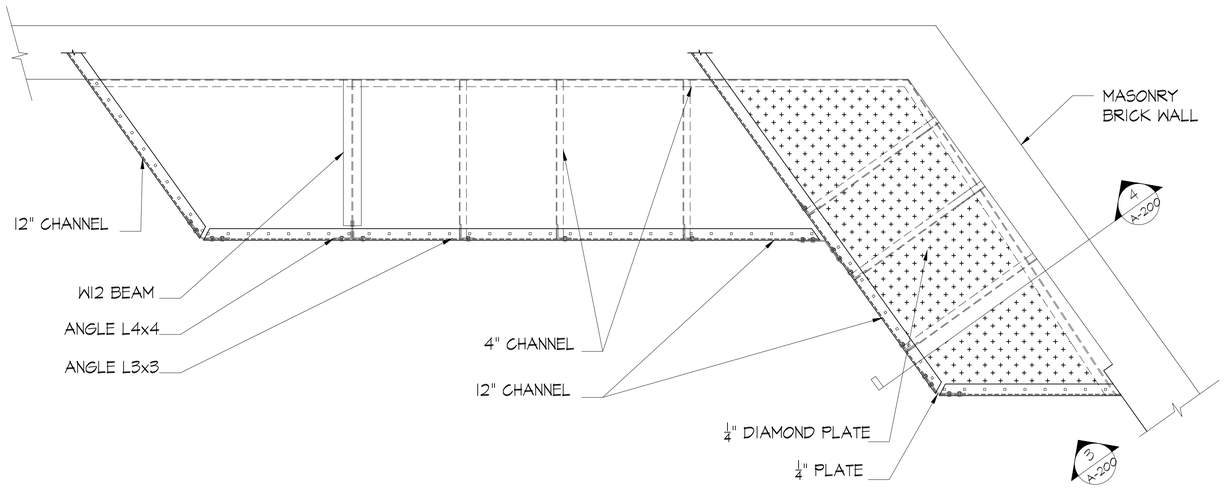
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SOUTH ELEVATION

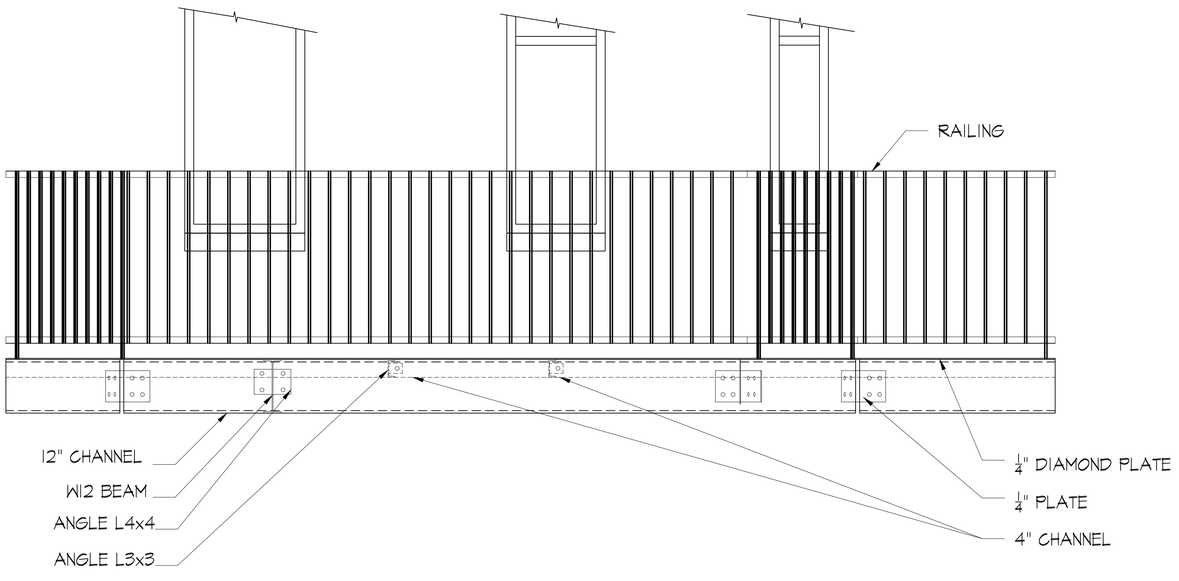
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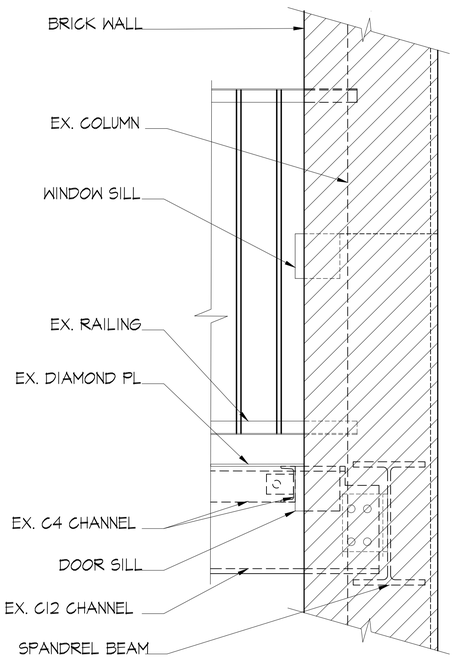
1 / A-200 PLAN- BALCONY TYP, 1 (SOUTH EAST) - EXIST. CONDITIONS

SCALE:3/4"= 1'-0"



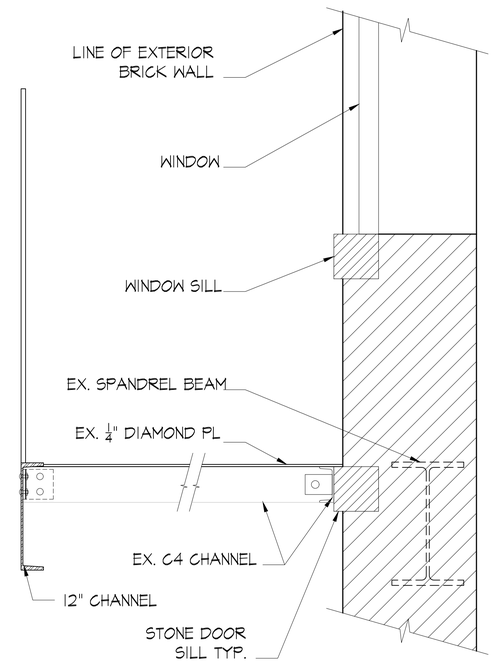
2 / A-200 ELEVATION, BALCONY TYP, 1 (SOUTH EAST) - EXISTING CONDITIONS

SCALE:3/4"= 1'-0"



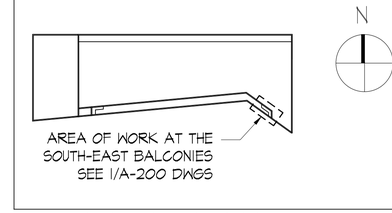
3 / A-200 EX. BALCONY TYP, 1 (EAST) - DETAIL

SCALE: 1-1/2" = 1'-0"



4 / A-200 EX. BALCONY TYP, 1 (EAST) - SECTION

SCALE: 1-1/2" = 1'-0"



KEY PLAN

SCOPE OF WORK:

1. REMOVE EXISTING OBSOLETE STEEL BALCONIES, INCLUDING ALL STRUCTURAL MEMBERS, DIAMOND PLATE, PATCHING SURFACES & RAILINGS. REFER TO A-201 FOR EXTERIOR WALL REPAIR DETAILS

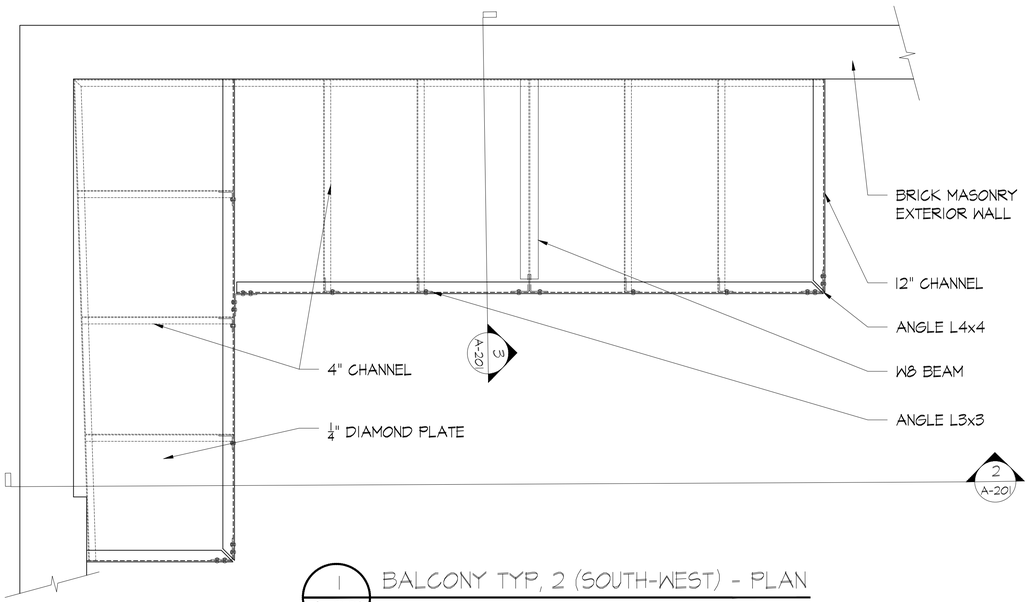
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	DOB	1	08.28.2026

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BALCONY TYP 1
AT THE SOUTH FACADE

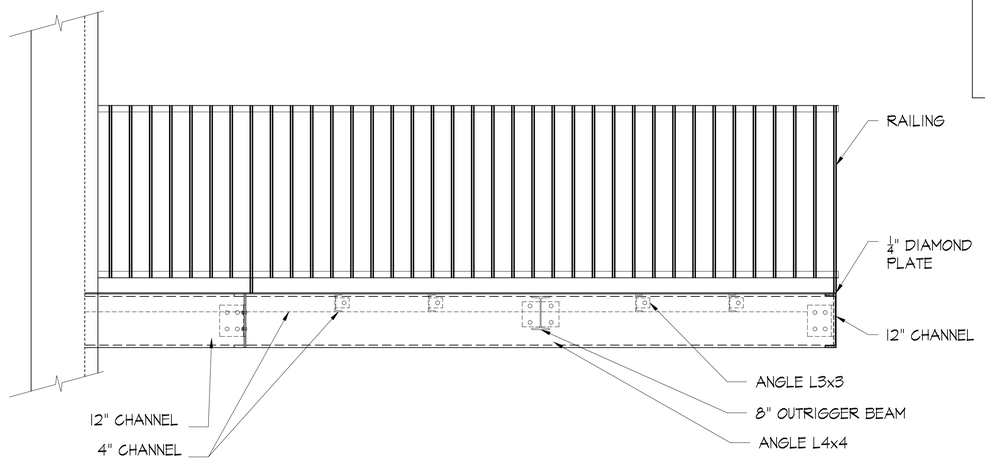
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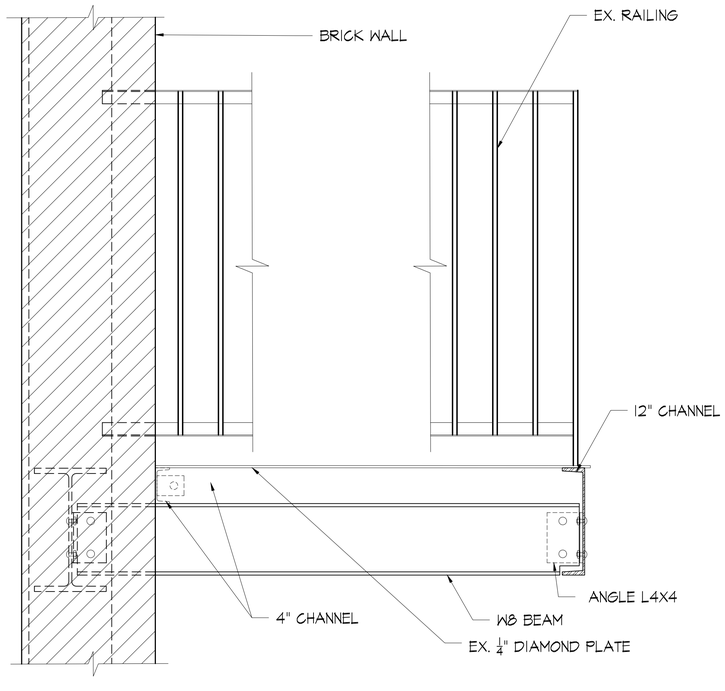
1 / A-201 BALCONY TYP, 2 (SOUTH-WEST) - PLAN

SCALE: 3/4"=1'-0'



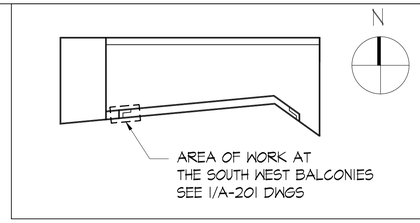
2 / A-201 BALCONY TYP, 2 (SOUTH-WEST) - ELEVATION

SCALE: 3/4" = 1'-0"



3 / A-201 BALCONY TYP, 2 (SOUTH-WEST) - SECTION

SCALE:1 1/2" = 1'-0"



KEY PLAN

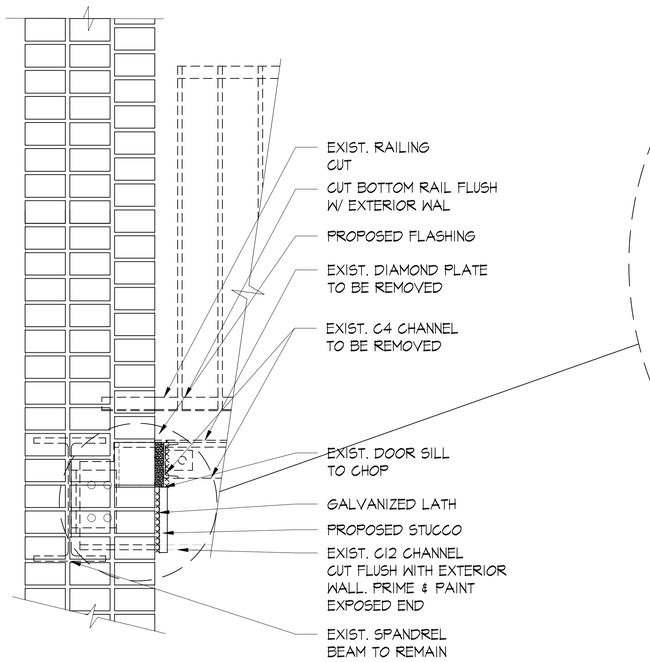
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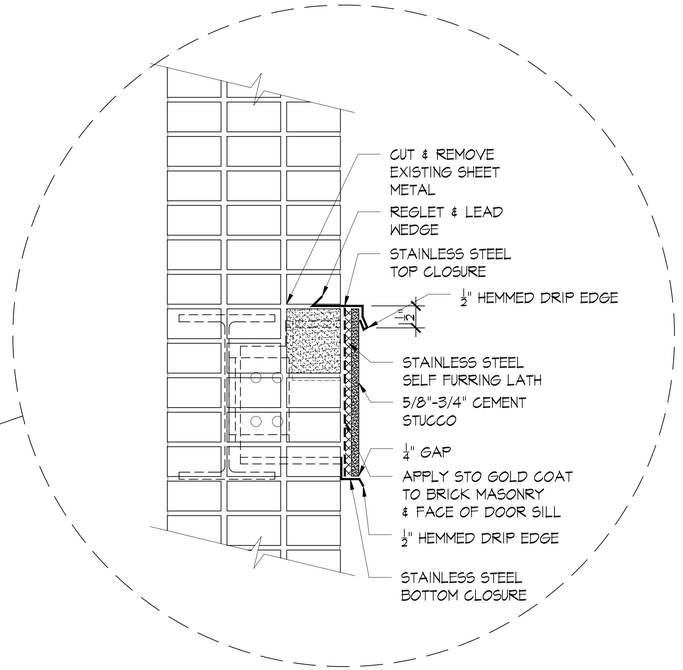
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BALCONY TYPE 2
SECTION AT THE SOUTH FACADE

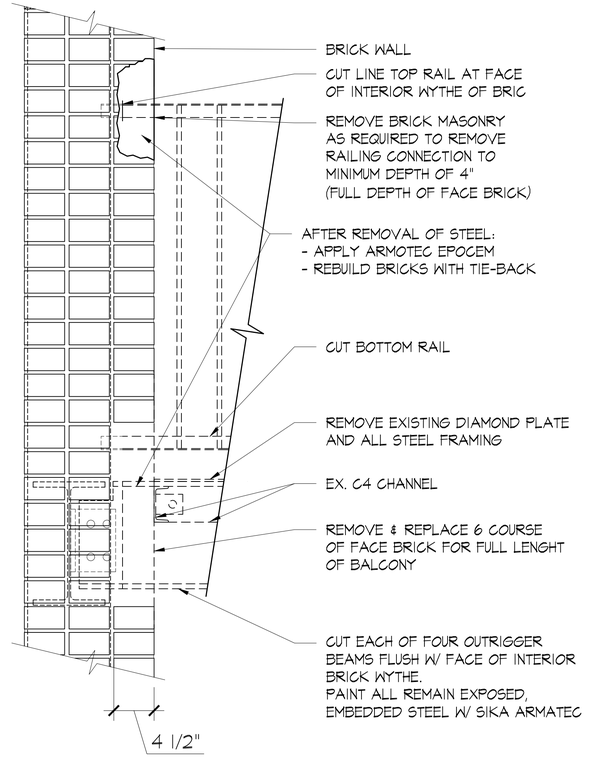
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PROPOSED ENLARGED OPTION 1 REPAIRS



1 / A-201 TYP BALCONY REMOVAL DETAIL. - OPTION 1- FLUSH CUT STEEL REMAINS
SCALE: 1 1/2" = 1'-0"

2 / A-202 TYP BALCONY REMOVAL DETAIL. - OPTION 2
SCALE: 1 1/2" = 1'-0"

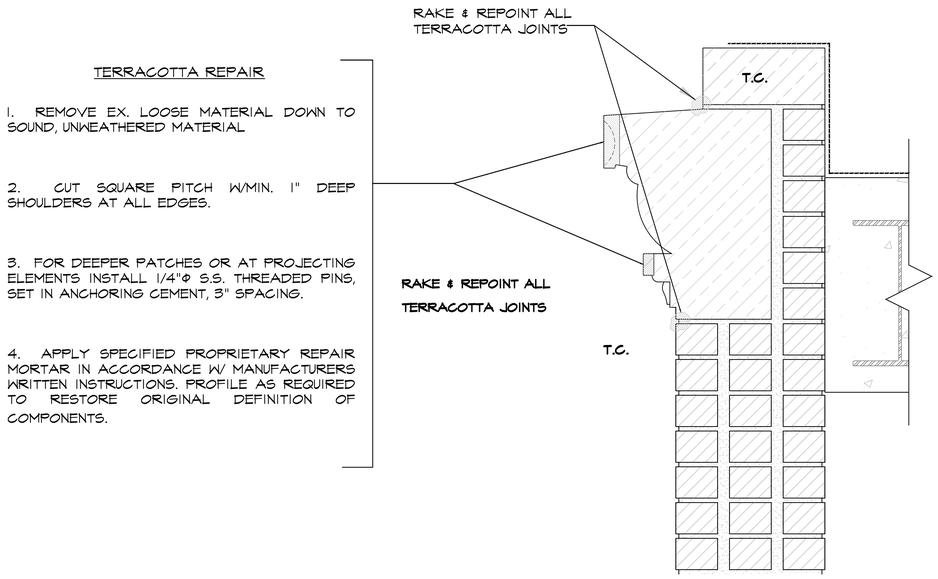
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PROPOSED BALCONY REPAIRS- OPTION 1 & 2

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TERRACOTTA REPAIR

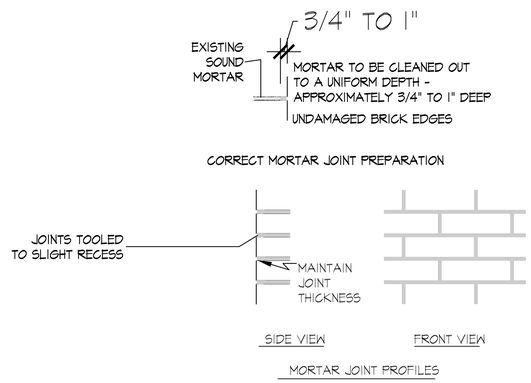
1. REMOVE EX. LOOSE MATERIAL DOWN TO SOUND, UNWEATHERED MATERIAL

2. CUT SQUARE PITCH W/MIN. 1" DEEP SHOULDERS AT ALL EDGES.

3. FOR DEEPER PATCHES OR AT PROJECTING ELEMENTS INSTALL 1/4"Ø S.S. THREADED PINS, SET IN ANCHORING CEMENT, 3" SPACING.

4. APPLY SPECIFIED PROPRIETARY REPAIR MORTAR IN ACCORDANCE W/ MANUFACTURERS WRITTEN INSTRUCTIONS. PROFILE AS REQUIRED TO RESTORE ORIGINAL DEFINITION OF COMPONENTS.

1 / A-203 TERRACOTA REPAIR
SCALE: 2"=1'-0"

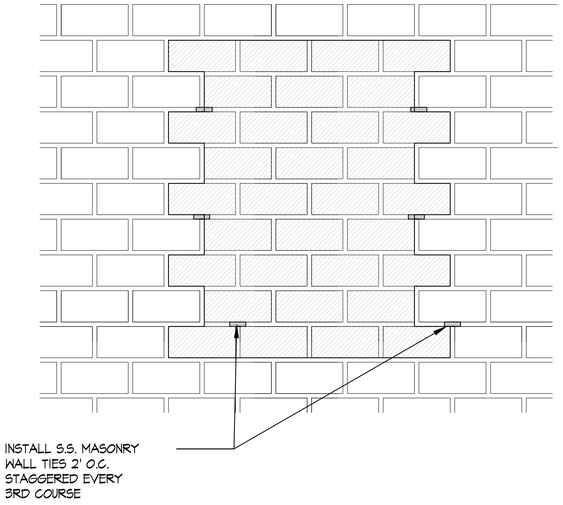


NOTE:
1. CUT BACK EXISTING MORTAR JOINT A MINIMUM DEPTH OF 3/4" OR UNTIL SOUND, SOLID MORTAR IS REACHED.
2. DO NOT DAMAGE ADJACENT MASONRY SURFACES.

MORTAR MIXES FOR TUCK POINTING

FOR BRICK MORTAR JOINTS: TYPE N
CEMENT: 1 PART
LIME: 1 PART
SAND: 5 PART

FOR STONE MORTAR JOINTS: TYPE O
CEMENT: 1 PART
LIME: 2 PARTS
SAND: 7 PARTS



2 / A-203 POINTING AND BRICK REPLACEMENT DETAILS
SCALE: 1 1/2"=1'-0"

REPAIR INSTRUCTIONS

1 SAW OUT & REMOVE SPALLING/DAMAGED TERRA COTTA APPROX. 1"-2" DOWN TO SOUND MATERIAL. DO NOT FEATHER AT EDGES.

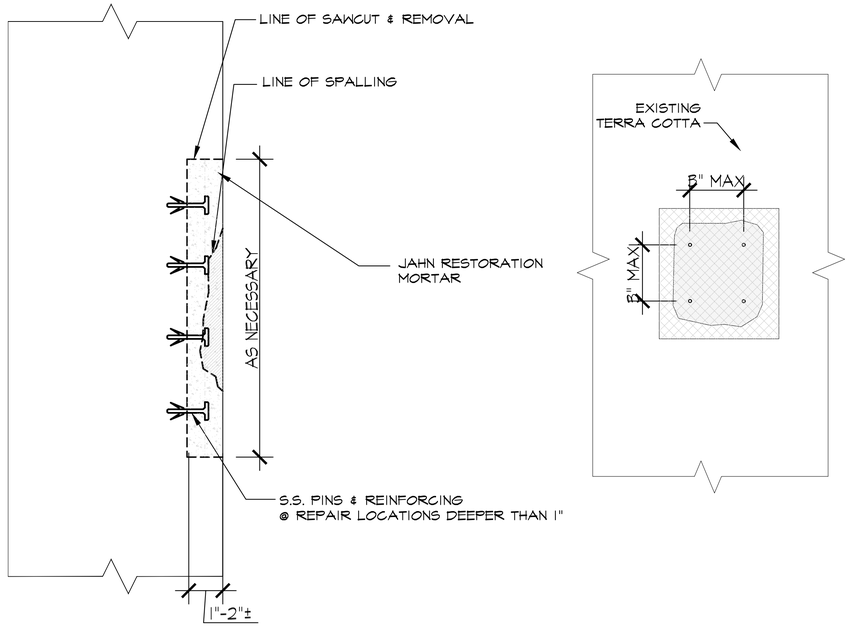
2 CLEAN AREA USING FIBRE BRUSH & POTABLE WATER TO REMOVE ALL DUST & DEBRIS

3 WET AREA TO BE PATCHED TO SATURATION.

4 APPLY JAHN REPAIR MORTAR OR APPROVED EQUAL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS, COATING FULL AREA OF PATCH WITH "PEANUT BUTTER" COAT, FOLLOWED BY OVERSIZED PATCH, APPROX. 1/16" TO 1/8" PROUD OF ORIGINAL STONE. UPON REACHING PROPER LEVEL OF CURING, TOOL PATCH TO MATCH EXISTING PROFILES AND TEXTURE.

5 CURE AREA OF PATCH BY REGULAR WATER SPRAYING AS REQUIRED TO PREVENT FLASH DRYING.

6 PROVIDE S.S. PINS & REINFORCING @ REPAIR LOCATIONS DEEPER THAN 1"



3 / A-203 TERRACATO PATCHING DETAIL
SCALE: 3"=1'-0"

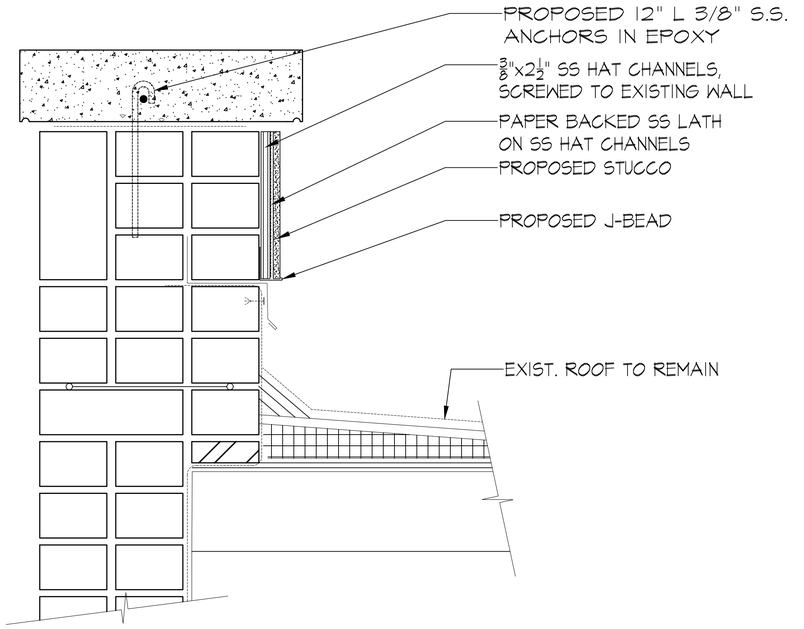
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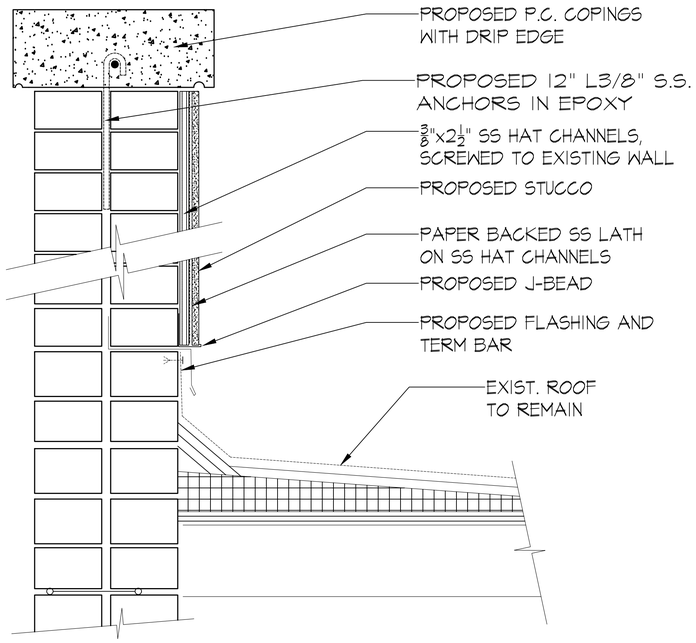
REPAIR DETAILS

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NEW YORK, NY 10001

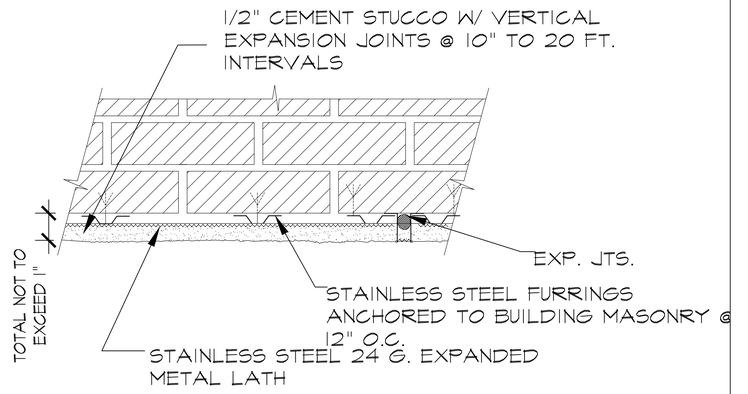
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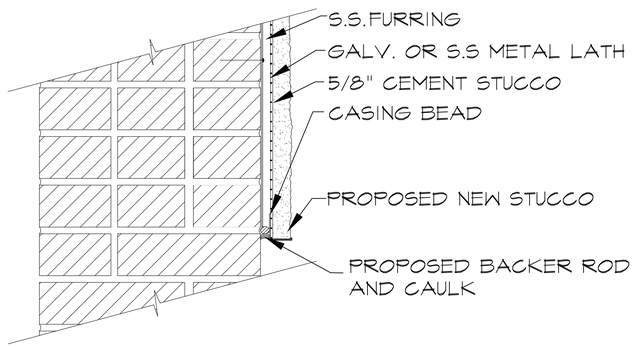
1 A-204 NORTH PARAPET WALL REPAIR DETAIL
SCALE: 3"=1'-0"



2 A-204 SOUTH & WEST PARAPET WALL REPAIR
SCALE: 3"=1'-0"



3 A-204 STUCCO DETAILS
SCALE: 3"=1'-0"



4 A-204 STUCCO DETAILS - BOTTOM TERMINATION
SCALE: 3"=1'-0"

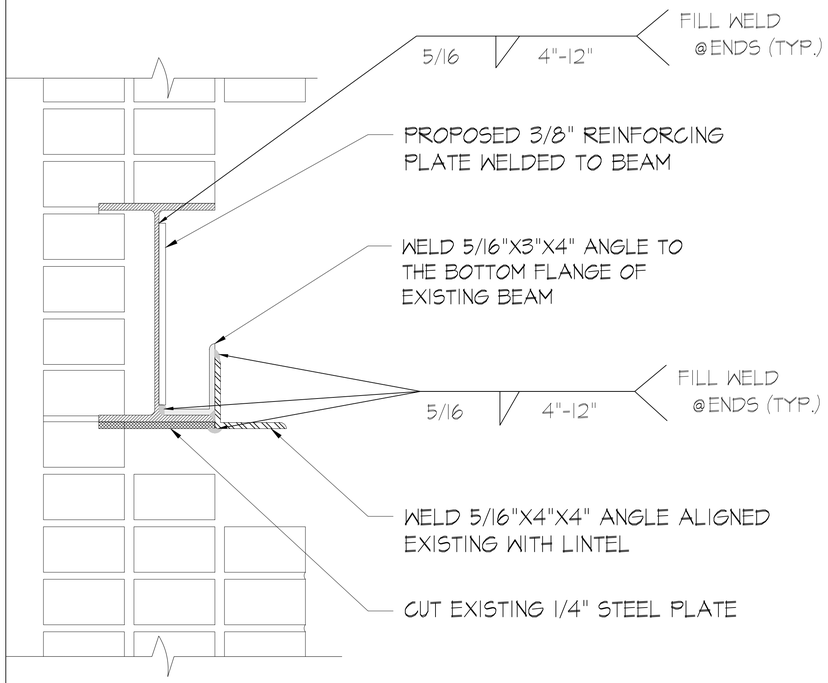
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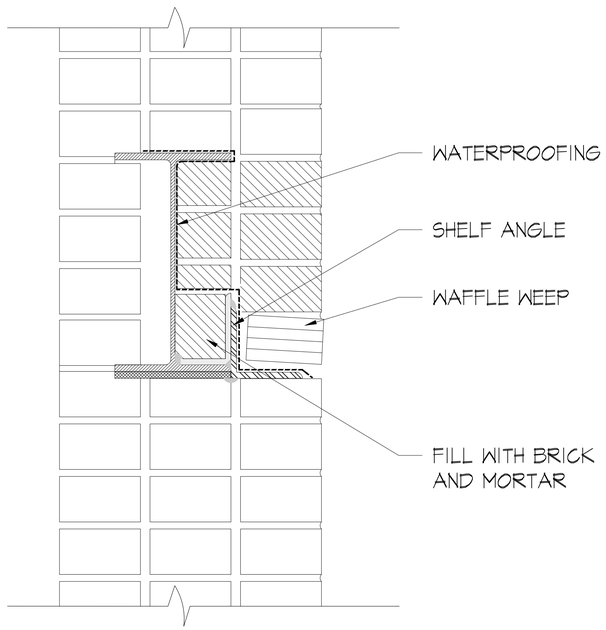
PARAPET WALL REPAIR DETAIL

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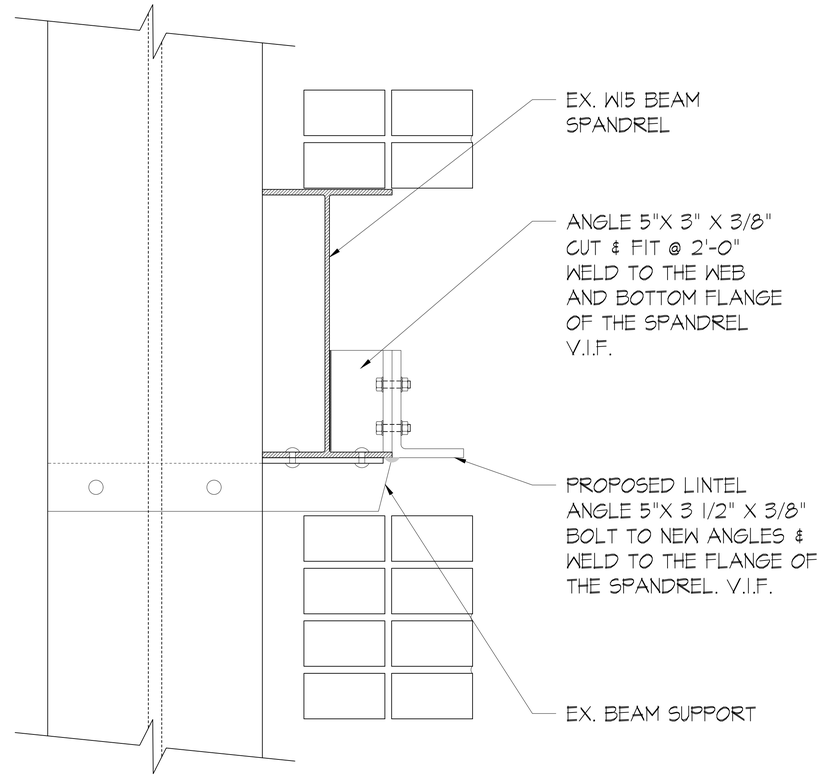
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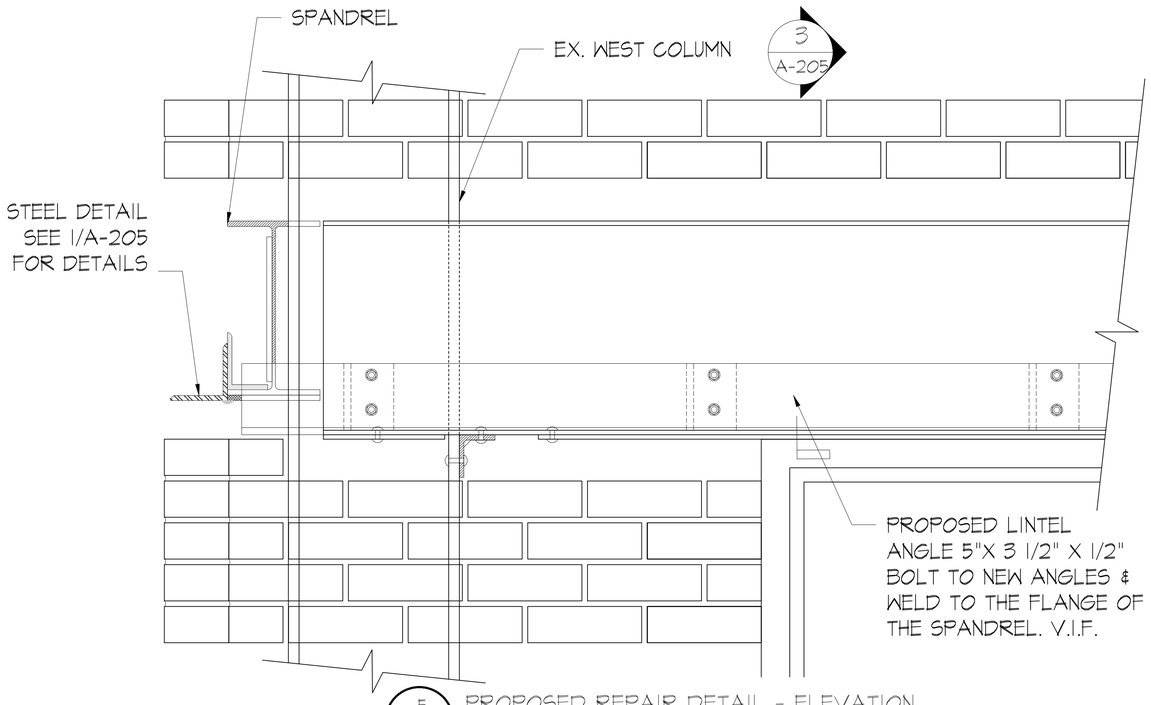
1 / A-205 SPANDREL BEAM REINFORCEMENT DETAIL
SCALE: 3"=1'-0"



2 / A-205 SPANDREL BEAM REINFORCEMENT DETAIL
SCALE: 3"=1'-0"



3 / A-205 PROPOSED REPAIR DETAIL - SECTION
SCALE: 3"=1'-0"



5 / A-205 PROPOSED REPAIR DETAIL - ELEVATION
SCALE: N.T.S.

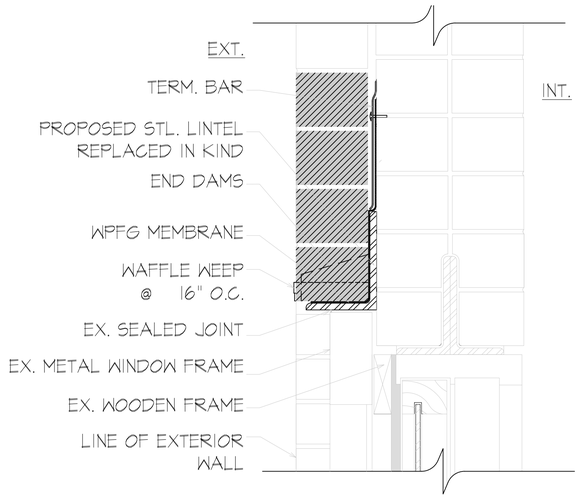
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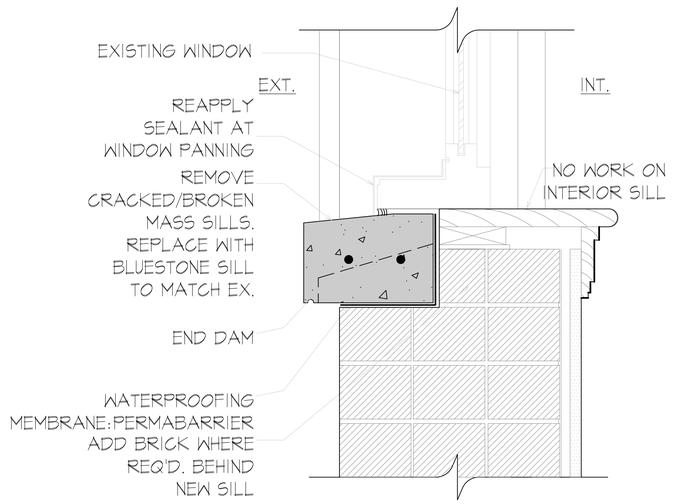
SPANDREL BEAM REINFORCEMENT DETAILS

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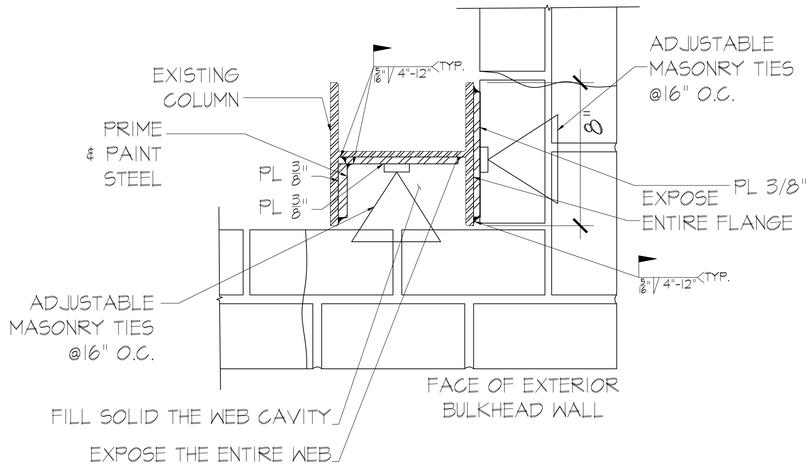
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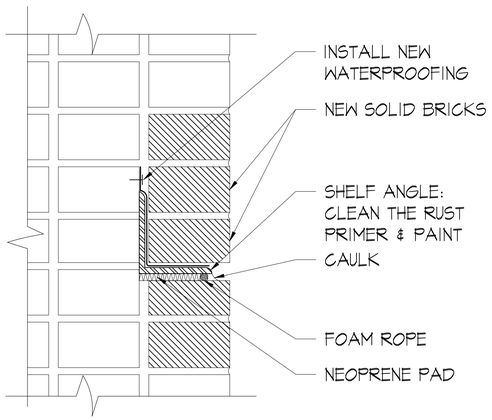
1 A-206 PROPOSED LINTEL REPLACEMENT DETAIL
SCALE: 3"=1'-0"



2 A-206 PROPOSED SILL REPLACEMENT DETAIL
SCALE: 3"=1'-0"



3 A-206 CORNER COLUMN REPAIR
SCALE: 3"=1'-0"



4 A-206 SHELF ANGLE @ NW & NE CORNER - REPAIR DETAIL
SCALE: 3"=1'-0"

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SECTION & DETAILS

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