

NYC DEPARTMENT OF EDUCATION
DIVISION OF SCHOOL FACILITIES
JOHN T. SHEA, Chief Executive Officer

44-36 Vernon Boulevard – 5th Floor, Long Island City, NY 11101
Telephone: (718) 349-5799
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THIRD PARTY AGREEMENT
FOR PERMISSION TO PERFORM WORK ON SCHOOL PROPERTY

The Division of School Facilities is responsible for the physical building in all schools and for the safety of all users of the space. The Third Party process is to ensure that all legal requirements are addressed, that the materials to be used meet our established standards, and that all participants understand their responsibilities for safety and health. It is not intended to place hurdles or road blocks in the path to get work done.

Work in our schools requires a Third Party Agreement, signed with the Division of School Facilities, prior to performing any work on Department of Education property. The Agreement (sample attached) gives the school conditional approval to perform work that will attach materials, equipment or finishes by mechanical (screws, nuts, bolts, etc.) or chemical (glue, mastic, paint, etc.) means or will physically alter a school building or require access onto or across school property.

The Department of Education, Division of School Facilities shall not be responsible for payment of this work. It is the responsibility of the school to fund the project and all associated fees and select a qualified contractor. **Projects funded with public monies require the school to follow contractor solicitation in accordance with the Department's SOPM via the bid process.**

It is the responsibility of the Division of School Facilities to assess the project to ensure the proposed work conforms to its building, environmental health and construction standards; that the contractor has appropriate insurance, and is aware of the specific requirements of the **Dust Control Protocol**. All work shall be in compliance with the latest New York City Construction Code and Administrative Code.

Third Party Agreements and submittals need to cover:

- Scope of work (a description of the work proposed with locations)
- Estimated Cost of the work proposed
- Material and Equipment Specification to ensure quality
- Contractor Adherence to and acceptance of our **Dust Control Protocol**.
- **Third Party Information Sheet**
- **Contractor Insurance**
- Contractor Licenses where required
- Prevailing wage monitoring for publicly funded work (**Charter schools may be exempt from Prevailing Wage requirements for some spaces**)
- **SOPM** for Bidding
- **Certificate of Completion**

FOR CHARTER SCHOOLS ONLY

CHARTER SCHOOLS SHOULD REFER TO THE MEMO REGARDING THE NEW CHARTER LAW FACILITIES INVESTMENT REQUIREMENT IN EFFECT FOR PROJECT REQUESTS SUBMITTED TO THE DIVISION OF SCHOOL FACILITIES AFTER 5/28/2010. PLEASE SUBMIT CHARTER FACILITY PROJECTS REQUEST FORM TO THE BOROUGH DIRECTOR OF SPACE PLANNING FOR YOUR LOCATION.

Charter School projects using private donated funds or grants money do not require contractor solicitation via the bid process. There are additional terms to the Agreement that include but are not limited to the Shared Use Agreement Between the Charter School the New York City Department of Education and fully comply with Article 8 - Charter School Alterations (8.2) of that Agreement. "...The Charter School, at its sole cost and expense, may only make temporary and nonstructural decorative or cosmetic alterations to the Dedicated Space. If the Charter School wishes to make permanent, structural alterations.....the Charter School shall notify and obtain the written consent of the Chancellor's designee, shall provide plans and specification for the proposed permanent, structural alteration to the Division of School facilities and obtain the Division of School Facilities' written consent prior to making any material alterations to the Dedicated Space...". and Article 10 (Compliance with Laws and Regulations) and shall follow guidelines stated in the NYC Charter Schools Operations Guidebook

TO SUBMIT A THIRD PARTY AGREEMENT, PLEASE FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Complete the Third Party Information Sheet making sure that ALL information is filled out and ALL signatures are obtained.

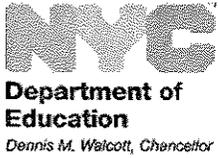
If the proposed work is a repair, maintenance or improvement that DOES NOT CHANGE the use of the space (i.e. painting, tile work, curtains and drapes, outlets, etc). Director of Facilities or designee shall review and sign this Agreement

If the proposed work CHANGES the use of the space (i.e. classroom converted to dance studio, office to classroom, etc.) The Director of Space Planning or designee shall review and sign this Agreement in addition to the Director of Facilities.
2. Attach a Scope of Work, Specification, Drawings, Product Description and Insurance. A description of the work proposed shall include the scope of work, materials and equipment specifications and must be attached to the submittal and also noted in the "Description of Work Proposed".
3. Attach required Insurance Certificate (refer to "Sample" certificate attached). Insurance requirements can be found in the sample Standard Agreement.
4. **Submit ALL the above to the Division of School Facilities Procurement Unit, 3rd Floor, 44-36 Vernon Blvd., Long Island City, New York 11101.**
5. A Borough Contract Manager (see #9 below) and/or Environmental Health and Safety Manager will review the proposed work and schedule a site visit with the school's contractor. After the review you will be asked to submit all permits required to perform the work. The school is responsible for acquiring the services of a licensed Architect or Engineer to obtain permits for work from the Department of Buildings as required.
6. The Borough Contract Manager shall provide a detailed Plan of Action (see sample) based on the work proposed, site review and specific building requirements and shall be included as part of the Standard Agreement.
7. The Standard Agreement, including the Plan of Action (as shown in the attached sample), will be forwarded for signatures by the Principal (or Principal's Designee) and Contractor. The school is responsible for obtaining the contractor's signature on the document.
8. The Standard Agreement executed by the Director of Program Management will be forwarded to the School and **MUST** be in place prior to the commencement of any work at the school.
9. Upon receipt of the executed agreement, please provide a two-day written notification of the intended starting date and anticipated completion date to the designated Borough Contract Manager for the designated team.

Borough Contract Managers

TEAM 1 BRONX	PARMANAND RAMPHAL	718-610-0247
TEAM 2 QUEENS	DON DROSS	718-610-0133
TEAM 3 MANHATTAN	CHRIS D'ALIMONTE	718-610-0334
TEAM 4 BROOKLYN	HARRY TORKELSEN	718-349-5482
TEAM 5 BKLYN/RICHMOND	NASER HAMOUDEH	718-349-5421
	ORLANDO DOUGLAS	718-349-5416

10. Upon completion of the project, please notify the Borough Contract Manager and complete "The Completion of Work Certificate" which should be signed by the Principal or Principal's Designee and Borough Contract Manager and returned to the Procurement Unit, 44-36 Vernon Blvd, 3rd floor, Long Island City, NY 11101



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THIRD PARTY INFORMATION SHEET

SCHOOL ID: _____ NAME _____

ADDRESS _____

SCHOOL CONTACT

NAME _____ TITLE _____ PHONE _____ FAX _____

SCHOOL CUSTODIAN

NAME _____ PHONE _____ FAX _____

CONTRACTOR

NAME OF COMPANY _____ NAME OF CONTACT _____ PHONE _____ FAX _____

TRADE _____ LICENSE NUMBER _____

FUNDING SOURCE _____ ESTIMATED COST _____

Description of Work Proposed / Scope, Materials, Specifications (ATTACH ALL REQUIRED DOCUMENTS / USE ADDITIONAL PAPER IF NEEDED)

Please check here if you are a Charter School Charter School located in DOE School (ID) _____

Work Requested by Principal

SIGNATURE _____ PRINT NAME _____ DATE _____

Work Approved By Director of Facilities (The Director of Facilities or designee must execute if the proposed work is a repair, maintenance, or improvement that DOES NOT change the space) The Director of Facilities must approve all work proposed by Charter Schools.

SIGNATURE _____ PRINT NAME _____ DATE _____

Work Approved By Director of Space Planning (The Director of Space Planning or designee must also execute if the proposed work changes the use of the space)

SIGNATURE _____ PRINT NAME _____ DATE _____

**ALL SCHOOLS MUST RETURN THIS COMPLETED AND SIGNED FORM TO
 THE DSF PROCUREMENT UNIT (FAX 718-349-5769)**

CHARTER SCHOOLS

MUST ALSO SUBMIT CHARTER FACILITY PROJECTS REQUEST FORM TO THE BOROUGH DIRECTOR OF SPACE PLANNING FOR YOUR LOCATION
PER THE NEW CHARTER LAW FACILITIES INVESTMENT REQUIREMENT MEMO

STANDARD AGREEMENT

The Division of School Facilities acknowledges your request for permission to perform work at

_____ located in the Borough of _____ in The City of New York.

This Agreement is to inform the school of the rules and regulations you shall adhere to while performing the referenced work at the school location. As used in the **conditional approval** hereafter, the word "you" applies equally to the school, their agents (Contractors, Subcontractors, employees, suppliers) and any person entering school premises on behalf of the school or under their contract or directions.

The funding for the construction work and all associated fees are being provided by _____. The contractor, _____ was selected by the school to perform work at the subject school site. The Division of School Facilities shall not be responsible for payment of this work.

The school and contractors shall be responsible for all work and shall repair any damage caused by his work, shall submit copies of the manufacturers' specifications and maintenance manual to school custodian and submit contact names and telephone numbers to the school custodian.

The Department of Education has agreed to provide the following service in order to facilitate the subject school site's makeover: Prior to the start of construction work, the Department agrees to perform testing of Environmental Health and Safety Hazards. The Division of School Facilities, reserves the right to halt construction if funding is not available to complete remediation of suspected environmental hazards.

During construction, if the Contractor becomes aware and/or suspects the presents of asbestos, mold and/or lead paint the Contractor must follow the Environment Health and Safety Procedures set forth in this agreement.

PERMITS, LICENSES, APPLICATIONS

Obtain all valid permits, licenses, approvals, etc. as required by code, regulations and law:

- You are responsible for obtaining all applicable permits and sign offs in accordance with the Electrical and the Building Code of the City of New York, and with the Department of Education's Standard Specifications (available on the DSF Website at <http://www.doe-gains.org/dsf/vendors/specscontracts.aspx>) and the latest issue of the School Construction Authority's Standard Specification.
- All work requiring a license shall be performed under the supervision of the appropriate license holder.
- The school shall require the Architect/Engineer to complete all work required for any project which changes the Certificate of Occupancy, including but not limited to obtaining a Certificate of Fitness.
- You shall submit a copy of the Department of Buildings permit, specification and Architect/Engineer's sealed drawings (if applicable) to the Borough Contract Manager for review and approval.
- Copies of Record Drawings shall be submitted to the Division of School facilities in a format acceptable of archiving.

ENVIRONMENTAL HEALTH AND SAFETY COMPLIANCE

Asbestos Containing Building Materials (ACBM), Lead Based Paint (LBP), Noise producing activity and Dust Control Procedures:
No cutting or drilling shall be performed in the walls, the ceiling or the floor, unless they are positively identified as being free of Asbestos and Lead Based Paint. If you are uncertain, to determine the status, please mark all areas where you might cut or drill and contact DOE/DSF Environmental Health & Safety (EHS) at (718) 361-3808, in order to obtain information and/or to request additional information regarding identified materials.

The Contractor shall provide full dust protection and seal off all work areas with appropriate barriers and signage. Clean project site daily. No dry sweeping shall be allowed. All cleaning shall be performed using a HEPA approved system.

All Abatement work or work disturbing Asbestos Containing Building Material (ACBM) and/or Lead Base Paint (LBP) shall be performed by Asbestos/Lead Certified personnel, following proper abatement procedures in accordance with Federal, New York State and New York City Rules and Regulations and NYCDOE Procedures.

1. If the work will disturb painted materials at LYFE Centers or by Pre-K, K and 1st Grade Students and such paint is determined or presumed to be LBP, as mentioned above, you must follow proper abatement procedures for LBP, as mentioned above. Any contractor disturbing LBP in these spaces must be a Certified Renovation and Repair Contractor and shall be responsible for all notifications required by the EPA for work disturbing LBP in these spaces.
2. If any painted building materials are to be disturbed on any non-targeted areas, or non-LBP areas, Dust Control Procedures (Version 1, June 4, 2001 – Revised March 2003) must be followed. Copies of the Dust Control Procedures and the Work Notification Form are available on the [DSF website](#).
3. Asbestos Hazard Emergency Response Act (AHERA) Inspection Report and Management Plan of Asbestos Containing Materials are located in the General Office of the Principal's office in the school. For additional information regarding ACBM, LBP or Dust Control Procedures, if need be, contact DOE/DSF Environmental Health & Safety Office (EHS) at (718) 361-3808.

INSURANCE REQUIREMENTS (ATTACH INSURANCE POLICY)

Satisfy all Insurance Requirements:

1. Comprehensive General Protective Liability Insurance Policy for Bodily Injury and Property Damage to protect the Department of Education and the City against claims for bodily injury, including death, and property damage, which may arise from your contractor's and sub-contractor's operation (Bodily Injury and Property Damage, \$1,000,000.);
2. Workers Compensation (Statutory Limits);
3. Automobile Liability Insurance (\$1,000,000.);
4. Employer's Liability Insurance (\$1,000,000.);
5. NAIC Number (must be included for each insurance company listed on the certificate).

Such insurance policy must be issued by companies satisfactory to the DSF and licensed by the State of New York to issue such insurance and shall insure the Department of Education and the City of New York as Certificate Holder and Additional Insured and shall contain by rider annexed to such policies, the following provisions.

Notice(s) under the policy by the Insurance Company should be addressed and delivered to the Division of School Facilities, Procurement Unit.

Notice of Accident should be given by the Insured to the Insurance Company within sixty (60) days after such claim shall be filed with the Division of School Facilities.

The policy shall not be canceled, terminated or modified by the Company unless written notice is sent, by Registered Mail, thirty (30) days prior to such act, to the insured (Board), addressed to the Director of Program Management, nor shall it be canceled, terminated or modified by the Contractor without the written consent of the Director of Program Management.

The presence of engineers, inspectors or other personnel of the Department of Education or the City on the site of the work performed under your contract shall not invalidate the policy of insurance.

All policies of Insurance and notices shall be submitted to the Director of Program Management, attention: Procurement Unit. All policies must remain effective for the complete duration of your operation and Insurance Policies required shall contain the rider annexed to such policies.

The Department of Education and its officers, employees, agents and representatives shall be held harmless from any and all liabilities or damages to persons, including death, or property arising out of any work connected with your undertaking this construction operation.

SAFETY

Safe-off all locations of work throughout the project.

You shall erect temporary barricades where directed by the Custodian or the Principal, to clearly demarcate the work areas and prevent disruption to students or academic activities and to secure work area from unauthorized access. Industry standard safety signs, barricade systems and security systems shall be utilized for the purpose.

You shall have one flag person stationed at each location of work, at all times, while any work is being performed from a scaffold or a ladder. The responsibilities and duties of the flag person shall be to insure that all locations of work are secured and safed-off, and to direct people away from the locations of work throughout the duration of the project.

PERFORMANCE

You shall provide a Project Engineer for the duration of the project to insure that all installation work is performed in accordance with the manufacturer's drawings and specifications. All documents are subject to be reviewed prior to starting work.

You shall furnish and deliver to the Custodian all the equipment make, model, serial numbers, all guarantees if applicable, and service/operating manual of all the equipment. (if applicable).

You shall restrict work that may be disruptive, such as work generating dust, noxious vapors or fumes that cannot be confined within the work area, work generating excessive noise, or transportation of construction material or waste, to after school hours.

You shall broom clean your debris from the school on a daily basis. You shall fully restore any damages caused by your operation. You shall clean up and remove all your construction materials, tools and final debris. You shall request and conduct a completion review with the Team representative and obtain a sign off at the end of your work.

You shall patch and paint any areas damaged while performing this work.

The Department of Education is not responsible for the protection and security of your equipment or supplies on the property.

The Division of School Facilities will conduct inspections during and after the installations.

PLAN OF ACTION

TO BE WRITTEN BY BOROUGH CONTRACT MANAGER BASED ON REVIEW/SITE VISITS AND INCLUDED AS PART OF THE AGREEMENT

- 1.
- 2.
- 3.
- 4.

SAMPLE

REVIEWED BY

Borough Contract Manager Team #

Date

EXECUTION OF AGREEMENT

AGREED TO AND ACCEPTED:

Agrees to provide funding, services and other responsibilities as defined in this Agreement.

- Executed by Principal or Principal's designee

Signature	Title	Date
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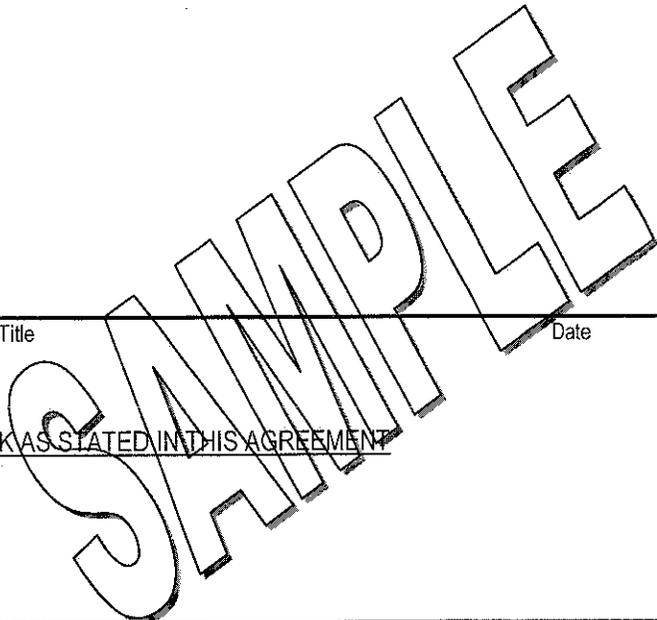
AGREED TO AND ACCEPTED:

- Executed by Contractor

Signature	Title	Date
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PERMISSION TO PERFORM WORK AS STATED IN THIS AGREEMENT

Volkert Braren	Director, Program Management	Date
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**Department of
Education**

Dennis M. Walcott, Chancellor

NYC DEPARTMENT OF EDUCATION

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COMPLETION OF WORK CERTIFICATE

SCHOOL: _____

I/We, _____, certify that the work is completed as of _____ as stated in the Agreement and in accordance with the requirements of the Division of School Facilities.

(Signature of Principal or Principal's designee)

(Date)

The referenced work has been inspected and approved as satisfactorily completed.

(Borough Contract Manager, DSF)

Team

(Date)

SUBMIT CERTIFICATE TO:

The Procurement Unit
44-36 Vernon Blvd., 3rd Floor
Long Island City, NY, 11101
718-349-5758



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Agency Address City, St., Zip	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Name Address City, St., Zip	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N/A OR STATUTORY LIMITS / OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 NEW YORK CITY DEPARTMENT OF EDUCATION AND THE CITY OF NEW YORK ARE ADDITIONAL INSURED

CERTIFICATE HOLDER New York City Department of Education Division of School Facilities 44-36 Vernon Boulevard Long Island City, New York 11101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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