NEW YORK STATE
Homes & Community Renewal

NEW YORK STATE
DIVISION OF HOUSING &
COMMUNITY RENEWAL

HOUSING
TRUST FUND
CORPORATION

STATE OF
NEW YORK MORTGAGE
AGENCY

NEW YORK STATE
HOUSING FINANCE
AGENCY

NEW YORK STATE
AFFORDABLE HOUSING
CORPORATION

STATE OF
NEW YORK MUNICIPAL
BOND BANK AGENCY

TOBACCO SETTLEMENT
FINANCING
CORPORATION

DAVID A. PATERSON
GOVERNOR

BRIAN E. LAWLOR
COMMISSIONER/CEO

HOUSING MANAGEMENT BUREAU MEMORANDUM # 2010-C-05

To: All Housing Authority Executive Directors/Managers*
All Housing Company Owners, Managing Agents, and Site Managers

From: Robert Damico, Director
Housing Management Bureau

Date: October 25, 2010

Subject: Revised Specifications for Painting – Form HM-116

The Housing Management Bureau has revised the Specifications for Painting with the primary change relating to inclusion of lead safe work practices and the EPA Renovation, Repair and Painting Rule of April 22, 2010. The document supersedes the previous version, is attached and is available in pdf format on our web site at http://nysdhcr.gov/Forms/HousingManagementBureau.

Additionally, free training in lead safe work practices and EPA certifications are routinely offered on HCR's web site at http://nysdhcr.gov/general/training.

Please note our recent change in name from NYS Division of Housing & Community Renewal to NYS Homes & Community Renewal.

Robert Damico

*** This memorandum, unless otherwise indicated, is advisory or informational in nature for Federally-subsidized public housing developments.**

Encls: Form HM-116 (10/10)

cc: Housing Authority Chairperson without Enclosures
Housing Company Owner and Managing Agent without Enclosures

Specifications for Painting

HOUSING COMPANY/AUTHORITY: _____

PROJECT NAME & NUMBER: _____ # _____

LOCATION: _____

TERM OF CONTRACT: _____Years

Federally Assisted Development: _____Yes _____No

Painted Surfaces Have Tested Positive for Lead Based Paint (LBP): _____Yes _____No

Section 1. Related Documents

The work of this specification shall be performed in accordance with the provisions of and used in conjunction with the latest edition of the SHORT FORM OF CONTRACT, DHCR form HM-31.

Section 2. Scope of Work

The work shall consist of furnishing all labor, materials and equipment required for the complete execution of all painting work specified herein, as described in the scope of work, Exhibit "A", and as reasonably inferred to be performed at the Housing Company/Authority noted above.

Section 3. Work Included

Without restricting the generality of the foregoing, the following work items that are "checked" in the space provided are included:

____A. The complete painting of each apartment hereinafter scheduled, including, but not limited to walls, ceilings, columns and beams, closets including shelving, doors and door trim, windows and window trim (except aluminum), wood baseboards and miscellaneous trim. See Exhibit "A" for scope of painting work.

____B. The complete painting of all public corridors including walls, ceilings, doors and door trim and including surfaces of janitors' closets, refuse chute rooms and storage closets opening into public corridors.

____C. The complete painting of elevator hatch doors, bucks and aprons.

____D. The complete painting of all stair halls from the lowest level to the roof, including walls, ceilings, underside of stairs, stair treads and risers, handrails, doors and trim, stand pipes and miscellaneous trim.

____E. The complete painting of entrance vestibules and lobbies including walls, ceilings, doors, convector covers and miscellaneous trim.

____F. The complete painting of all Management spaces, Community Rooms, Laundry Rooms and other public spaces, as scheduled herein, including but not limited to walls, ceilings, doors, windows and window trim (except aluminum), and closets, including shelving.

____G. The complete painting of all exterior doors and door trim, including re-caulking as required.

____H. The complete painting of all exterior windows and window trim, including addition of silicon caulking as required.

____I. The complete painting of all exterior trim, fascias and soffits, except for materials to remain unfinished such as aluminum, stainless steel, copper, vinyl, as directed by the housing company/authority.

____J. The complete painting of all exterior wood siding.

____K. The complete painting of all exterior wood or ferrous metal handrails and railings.

Section 4. Preparation of Surfaces

A. General

1. Before any disturbance of painted surfaces is undertaken a determination must be made as to the existence of LBP; please refer to Section 5, Lead Safe Work Practices.

2. All surfaces specified to be painted shall be dry and cleaned free of all dirt, grit, grease, mold, mildew, foreign substances and all loose, peeling, blistering, chalking or scaling paint.

B. Plaster Work

1. Where plaster surfaces are involved, the work of this contract shall include the complete patching of damaged or deteriorated plaster areas of up to one (1) Square foot for any one wall or room ceiling. Patching in excess of this area shall be done in accordance with Exhibit "A", Scope of Work prices and the prior written approval of the Housing Company/Authority.

2. Cracks, holes, bulges or gouges in wall and ceiling surfaces shall be spackled and sanded smooth. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping. Resulting edges of all areas so scraped shall be spackled to a feathered edge and sanded smooth when dry. All spackled, plastered and sanded areas shall be spot-primed prior to painting.

3. The Contractor shall determine whether holes in plaster surfaces shall be required to be closed with three (3) coats of gypsum plaster, that is a scratch, brown, and finish coat; or a lesser number of coats. However, should the finished surfaces not result in a good, substantial, workman like appearance, satisfactory to the housing company/authority, then they shall be re-plastered at the Contractor's expense. Plaster materials shall meet the requirements of the pertinent ASTM Specifications and the local building code. Mixing, application and installation shall be in accordance with manufacturer's instructions.

4. Holes in plastered bathroom areas must be finished with hard finish Keene's cement of gauge one part dry hydrated lime by weight to two parts of Keene's cement.

C. Drywall Work

Where drywall surfaces are involved, the work of this contract shall include the complete patching of damaged or deteriorated drywall areas of up to six (6) inches in diameter in all directions for any one wall or room ceiling. Patching in excess of this area shall be done in accordance with the price quoted in Exhibit "A" and with the prior written approval of the housing company/authority.

1. The preparation of all painted dry-wall surfaces prior to repainting shall conform to practices specified for repainting of plaster walls in Section B above.

2. All nicks and small dents shall be filled in and leveled off with spackling compound, sanded, and given a coat of primer prior to the application of the finish oat paints.

3. Loose or buckled tape on all seams and in corners shall be removed to the refusal point, new tape imbedded in and resurfaced with the proper material and the repaired area given a coat of primer prior to the application of the finish coat or paint.

4. Popping nails or screws shall be recessed or removed. If nails or screws are removed, new nails or screws are to be installed in close proximity to their original location and all holes and indentations filled.

5. Small holes up to six (6) inches in diameter shall be repaired by backing up the area with gypsum board or other fire proof material, then filling the hole or recessed area with plaster of paris so that it is flush with the existing surfaces. Repaired areas are to be sanded and prime prior to the application of the finish coat of paint.

D. All surfaces of kitchens to be painted shall be washed with a solution of paint cleaner of sufficient strength to remove all grease and to dull the surface sheen. Paint cleaner shall be rinsed off with clear water.

E. All clear coated woodwork shall be thoroughly cleaned of wax and grease, using mineral spirits, prior to receiving new clear coating.

F. All surfaces exhibiting water stains shall be sealed with a solvent based, alcohol soluble sealer.

G. All glossy surfaces to be painted shall be dulled by sanding with a fine abrasive of 00 grit or a liquid applied paint duller.

H. All exposed rust and areas where rust is indicated under the old paint film shall be removed to the bare metal. Bared metal shall be given a spot-coat of a suitable rust inhibitor.

I. All surfaces of elevator entrance doors and bucks, elevator cab doors, and post (shaft side), cab ceilings and base moldings, shall be cleaned with cleaning lacquer thinner to remove grime, grease, wax and all foreign matter. Any grime, grease or wax not removed by use of thinners shall be removed by other approved means. Surfaces shall be sanded smooth by fine abrasive of 000 girt.

All shaft side aprons are included as part of the elevator hatch doors. Each elevator hatch door consists of door, door buck and shaft apron. All exposed rust and areas where rust is indicated under the old paint film shall be removed to the bare metal and the bare metal shall be primed with a rust inhibitive primer.

J. Exterior Wood

Where the painting or staining of exterior wood is involved, the work of this contract shall also include the two (2) preparation descriptions stated below. The replacement of all split, delaminated, rotted or otherwise deteriorated wood siding and trim, including soffits, fascias, battens and window and door trim shall be done as additional work to this contract in accordance with the prior approval of the housing company/authority and the price quoted in Exhibit "A".

1. All loose or bulging siding and trim, including soffits, fascias, battens and window and door trim shall be refastened to provide a firm flat surface.

2. Nails for fastening shall be aluminum, annular or spiral grooved, of manufacturer's recommended sizes for each application. Nails for refastening of plywood siding shall be spaced a maximum of 6 inches o.c. at edges and 8 inches o.c. at intermediate stud in intervals.

Section 5. Lead Safe Work Practices

All coatings, preparation and painting must conform to all applicable federal, state and local regulations for Lead Based Paint (LBP) including those listed below. In the absence of an existing LBP report indicating no lead in surfaces scheduled to be painted, bidders must either include certification from an EPA risk assessor that the surfaces to be painted are lead free or that they are EPA Renovation, Repair and Painting (RRP) certified.

1. Under the EPA RRP rule, (April 22, 2010), contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

2. Developments receiving any Federal funding: Federal Lead-Based Paint Requirements, 24 CFR Part 35 or the Lead Safe Housing Rule (LSHR) applies to all federally-assisted housing. Depending on the nature of work and the dollar amount of federal investment in the property, certain requirements must be complied with in handling lead-based paint. The Housing Company/Authority will inform the bidders of specific requirements for the development.

3. In New York City: Local Law 1, NYC Childhood Lead Poising Prevention Act of 2004.

4. In Rochester: City of Rochester Property Conservation Code, Chapter 90, Article III, Lead-Based Paint Poisoning Prevention.

Section 6. General Workmanship

A. All work shall be done in a neat and clean manner by experienced, capable mechanics.

B. See Lead Based Paint notes.

C. Each coat of paint shall be evenly worked out and allowed to dry according to the manufacturer's recommendations before subsequent coats are applied. Each coat of primer and paint shall be a different tint from that of the preceding coat.

D. Finish coat or coats of paint shall be of the exact shade or shades, texture and consistency as approved by the Housing Company/Authority. The Contractor shall not change the color of any paint that has already been approved by the Housing Company/Authority unless authorized to do so in writing.

E. The finished work shall be free from runs, sags, holidays, defective brushing or stippling, and clogging of lines and angles of the trim.

F. It shall be distinctly understood that the number of coats of material recommended by the manufacturer specifies a minimum. Even with a material of specified quality, mere applications of the stated number of coats will not assure acceptance, unless a sample of the quality of the workmanship and the hiding qualities of the work is approved by the Housing Company/Authority.

G. The thinning of good material for additional coverage, the use of poor materials and the adulteration with inferior substitute materials is not be permitted. A full-bodied finish of the paint surface is required under this contract regardless of the number of coats necessary to accomplish the result.

H. All surfaces shall be left clean at completion of the work.

I. Drop cloths shall be kept clean at all times.

J. Window shades and blinds shall be carefully handled and kept free of paint and spatters.

K. No exterior painting shall be undertaken if air or surface temperature is below 50 degrees Fahrenheit or immediately following rain or until frost, dew or condensation has evaporated.

Section 7. Conduct of Operations

A. The Contractor shall conduct the operation of this contract in a cooperative manner with the housing company/authority and shall interfere as little as possible with the normal operation and function of the project.

B. Most of the living quarters will be occupied at the time the painting is done. Whether these spaces are occupied or not, the work of the Contractor is to be pursued diligently to the end and each unit is to be finished at the earliest possible moment after starting. Work shall be done in spaces as directed by the Housing Company/Authority so that inconvenience to the occupants of the building will be kept to a minimum.

C. Until the entire contract is completed, the Contractor is required to return to the development and paint isolated, occupied or unoccupied apartments deferred for any reason.

Section 8. Protection

A. The Contractor shall protect floors and other finished surfaces from damage during the execution of the work.

B. The Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the Housing Company/Authority, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at the Contractor's expense.

C. Extreme care shall be exercised to protect finished work while applying finishes on ceiling surfaces.

D. Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes. Such protected items are to include all permanent labels (e.g. UL, AAMA, apartment numbers, etc.) on doors and windows, receptacle and switch plates, vinyl and rubber base moldings, as well as sprinkler heads, smoke detectors and carbon monoxide detectors.

Section 9. Touching Up

A. At the completion of the work specified, all painted work shall be touched up and restored where damaged, defaced or defective, and the entire work left free from blemishes. Punch lists issued by the housing company/authority for correction of defective work must be completed within three working days from date of issue.

Section 10. Cleaning

A. The Contractor shall clean all paint spots, oil and stains from floors, woodwork, glass, hardware, tile, metal work, and all similar items and leave the floors broom clean upon completion.

Section 11. Shop

A. The Contractor shall be assigned by the housing company/authority to certain rooms in one of the buildings of the development, in which materials shall be stored. The Contractor shall store such materials only until the work has been completed and shall comply with all Fire Department regulations.

B. Since storage space will be assigned as a convenience to the Contractor, such space or spaces will be used at Contractor's own risk. The Housing Company/Authority does not assume any responsibility for the adequacy of the space assigned nor for the safekeeping of the material stored.

C. At the completion of contracted work, the Contractor shall remove all remaining material and equipment from the shop. The Contractor will remove all debris, leaving the shop to a uniform appearance.

Section 12 Materials & Submissions

A. In addition to submissions required in the SHORT FORM OF CONTRACT, the Contractor shall submit complete product data sheets for each material to be used in this contract and shall submit same with the bid.

B. Provide written confirmation of compliance with New York State Environmental Conservation Law, Part 205, VOC/VOS (Volatile Organic Compounds and Volatile Organic Substances).

C. All products are to be delivered to the site with the manufacturer's label affixed to the original unopened container.

D. Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:

Amsterdam	Mercury
Benjamin Moore	Pittsburgh
Dutch Boy	Pratt and Lambert
Glidden	Behr
Sherwin Williams	

E. The Housing Company/Authority reserves the right, prior to awarding the contract, to inspect the manufacturer's plant, equipment and laboratory and to determine whether such facilities or products are adequate to enable proper performance of the work required.

F. The successful bidder must provide either the appropriate certification that affected surfaces are either lead free or the contractor is EPA RRP certified. Note: The Housing Company/Authority may have records of LBP testing for use by the contractor.

G. Unless otherwise indicated, the following materials (NO. 1 to NO. 29) are generic descriptions and are given to establish the type and quality of coating to be used on the various surfaces called for in Section 13 – Schedule of Painting:

MATERIAL NO. 1
TITLE: ENAMEL, ALKYD, GLOSS, INDUSTRIAL MAINTENANCE COATING
GRADE: Exterior, Alkyd Resin, Air Drying, Low V.O.C. Content, for Ferrous metal, Non-Ferrous Metal and Wood (No V.O.C. Exempt Solvents)

MATERIAL NO. 2
TITLE: ENAMEL, ALKYD, GLOSS, INDUSTRIAL MAINTENANCE COATING
GRADE: Alkyd Resin, Floors and Decks and Metal Substrates, Air Drying, Low V.O.C. Content, Exterior/Interior (No V.O.C. Exempt Solvents)

MATERIAL NO. 3
TITLE: PAINT, FLOOR AND DECK
GRADE: Acrylic Emulsion Waterborne Floor Enamel, Interior and Exterior Use

MATERIAL NO. 4
TITLE: PAINT, FLOOR AND DECK, SKID RESISTANT
GRADE: Acrylic Emulsion Waterborne Floor Enamel, Interior and Exterior Use

MATERIAL NO. 5
TITLE: ENAMEL, SYNTHETIC ALKYD, GLOSS, BRUSH AND ROLLER
GRADE: Modified Alkyd Resin Vehicle, Air Drying, Exterior and Interior Architectural Use. Rust Preventative Coating. For Metal Substrates Only (No Exempt V.O.C. Solvents)

MATERIAL NO. 6
TITLE: ENAMEL, ODORLESS, ALKYD, INTERIOR HIGH GLOSS
GRADE: Alkyd Oil Type 1 – Aromatic Content Less Than n 1%, Modified With Odorless Thinner to Reduce Odor (No V.O.C. Exempt Solvents)

MATERIAL NO. 7
TITLE: ENAMEL, ACRYLIC, GLOSS
GRADE: 100% acrylic Waterborne Gloss Enamel, Interior Use

MATERIAL NO. 8
TITLE: ENAMEL, ODORLESS, ALKYD, INTERIOR GLOSS
GRADE: Alkyd Oil Type 1 – Aromatic Content Less Than 1%, Modified With Odorless Thinner to Reduce Odor (No V.O.C. Exempt Solvents)

MATERIAL NO. 9
TITLE: ENAMEL, ACRYLIC, SEMI-GLOSS
GRADE: 100% Acrylic Waterborne Semi-Gloss Enamel, Interior Use

MATERIAL NO. 10
TITLE: ENAMEL, SYNTHETIC, GLOSS, BRUSH AND ROLLER
GRADE: Modified Alkyd Resin Vehicle, Air Drying, Exterior and Interior Architectural Use. Rust Preventative Coating. For Metal Substrates only (No Exempt V.O.C. Solvents)

MATERIAL NO. 11
TITLE: PAINT, ALUMINUM, OIL, METALLIC PIGMENTED
GRADE: Ready-Mixed for Exterior and Interior use, Oil Base

MATERIAL NO. 12
TITLE: ENAMEL, SYNTHETIC, GLOSS, BRUSH AND ROLLER
GRADE: Modified Alkyd Resin Vehicle, air Drying, Exterior and Interior Architectural Use. Rust Preventative Coating. For Metal Substrates Only (No Exempt V.O.C. Solvents)

MATERIAL NO. 13
TITLE: PAINT, WATERBORNE FOR MASONRY SURFACES, FLAT
GRADE: Ready-mixed, Exterior Use

MATERIAL NO. 14
TITLE: PAINT, ACRYLIC LATEX, FLAT
GRADE: Acrylic Flat Latex, Interior Use

MATERIAL NO. 15
TITLE: CONCRETE/CEMENTITIOUS BONDING AGENT
GRADE: Vinyl Acetate Homopolymer Emulsion

MATERIAL NO. 16
TITLE: PLASTER BONDING AGENT
GRADE: Vinyl Acetate Homopolymer Emulsion

MATERIAL NO. 17
TITLE: PRIMER COATING (PRIMER SEALER), ALKYD
GRADE: Alkyd Oil Type 1, Aromatic Less Than 1%, Low VOC Content, Air Drying, Modified With Odorless Thinner To Reduce Odor, Interior Use (No V.O.C. Exempt Solvents)

MATERIAL NO. 18
TITLE: PRIMER COATING (PRIMER SEALER), ACRYLIC
GRADE: 100% Acrylic Waterborne Primer Sealer, Interior use

MATERIAL NO. 19 (Formerly TT-P-25E)
TITLE: PRIMER COATING, UNDERCOAT/STAIN KILLER FOR WOOD, ALKYD
GRADE: Alkyd Base, Specialty Primer, Exterior use

MATERIAL NO. 20
TITLE: PRIMER COATING, ANTI-CORROSIVE, ALKYD, REDDISH BROWN
GRADE: Exterior, Alkyd Resin, Air Drying, Rust Preventive Coating, Metal Substrates Only

MATERIAL NO. 21 (Formerly TT-P-645B)
TITLE: PRIMER COATING, GALVANIZED AND NON-FERROUS METAL, DARK GRAY
GRADE: Alkyd, Zinc Rich, Rust Preventative Coating, Metal Substrates Only, Exterior Use

MATERIAL NO. 22
TITLE: PRIMER COATING (PRIMER SEALER), ACRYLIC FOR RAW PLASTER/DRY WALL
GRADE: 100% Acrylic Waterborne Primer Sealer, Interior Use

MATERIAL NO. 23
TITLE: POLYURETHANE, CLEAR, GLOSS
GRADE: Solvent Based, one-Component Oil, Clear, Gloss

MATERIAL NO. 24
TITLE: PAINT, FIRE RETARDANT, INTUMESCENT, WATERBORNE
GRADE: Waterborne, Intumescent, Flat

MATERIAL NO. 25
TITLE: PAINT, FIRE RETARDANT, SEMI-GLOSS/GLOSS TOP COAT, WATERBORNE
GRADE: Waterborne, Intumescent

MATERIAL NO. 26
TITLE: VARNISH, SPAR, WATER-RESISTING
GRADE: Clear, Air-Drying, Interior/Exterior Use

MATERIAL NO. 27
TITLE: URETHANE, ACRYLIC, CLEAR, GLOSS
GRADE: Clear, Interior use

MATERIAL NO. 28
TITLE: PRIMER COATING, UNDERCOATS/STAIN KILLER FOR TEXTURED CEILINGS
GRADE: Solvent Based, Stain Killer, Specialty Primer

MATERIAL NO. 29
TITLE: TEXTURE CEILING COATING
GRADE: Medium Aggregate

Section 13. Schedule of Painting

A. Interior		Material No. (See Section 12)
1.	Walls in apartments, except in bathrooms in kitchens	_____
2.	Walls in bathrooms and kitchens	_____
3.	Ceilings in apartments except in bathrooms and kitchens	_____
4.	Ceilings in bathrooms and kitchens	_____
5.	Metal doors, bucks and metal trim in apartments	_____
6.	Wood doors and wood trim	_____
7.	Kitchen cabinets (wood)	_____
8.	Registers, grilles and convector covers	_____
9.	Walls and ceilings of stair halls	_____
10.	Railings, metal stairs and other metal in stair halls	_____
11.	Ceilings of public halls	_____
12.	Walls of public halls	_____
13.	Metal doors, bucks and metal trim in halls and public spaces	_____
14.	Ceilings in public spaces	_____
15.	Walls in public spaces	_____
16.	Ceilings in basement spaces	_____
17.	Walls in basement spaces	_____

B. Exterior

		Materials No. (See Section 12)
1.	Doors and frames (wood)	_____
2.	Window sash and frames (wood)	_____
3.	Doors and frames (steel)	_____
4.	Window sash and frames (steel)	_____
5.	Wood fascia, trim, soffits, rakes	_____
6.	Wood siding	_____
7.	Concrete, masonry	_____
8.	Steel lintels	_____
9.	Aluminum gutters & leaders	_____
10.	Railings, handrails	_____

Exhibit "A" – Scope of Work

Part 1: APARTMENTS			
Apartment Size	**Price Per Apartment**	**Estimated No. of Apartments (to be completed by Housing Co. /Auth.)**	**Total Price**
Studio	$		$
One Bedroom	$		$
Two Bedroom	$		$
Three Bedroom	$		$
Four Bedroom	$		$
Five Bedroom	$		$
Total Base Bid			$

Part 2: UNIT PRICES FOR PARTIAL OR ADDITIONAL PAINTING	**Part 3: UNIT PRICES FOR PREPARATION - INTERIOR & EXTERIOR**
Painting $ _____ per bathroom $ _____ per bedroom $ _____ per hall/foyer $ _____ per kitchen $ _____ per dinette $ _____ per living room $ _____per_____ $ _____per_____	Additional Plastering (see section 4B) $ _____ per sq. ft. Additional Drywall Repair (see section 4C) $ _____ per sq. ft. Wallpaper Removal (incl. patching and priming) $ _____ per sq. ft. $ _____ $ _____ $ _____ Exterior Wood Repair $ _____ per sq. ft.

Bids for apartment painting will be evaluated utilizing the Total Base Bid for the Estimated Number of Apartments to be painted. Unit prices will be used for partial or additional painting and preparation, if required, and are to be entered in Part 2 or 3 above.

Part 4: MISCELLANEOUS or PUBLIC SPACES
(As defined by the Housing Company/Authority)

$ _____ A. Name or Description_____

$ _____ B. Name or Description_____

$ _____ C. Name or Description_____

$ _____ D. Name or Description_____