NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

PROJECT ID: **HL82125VR**

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: **125 Worth Street**
BOROUGH: **New York 10013**
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

DOHMH

Loring Consulting Engineers

Date: **June 30, 2014**

15-005

Department of Design and Construction

Dr. Feniosky Peña-Mora
Commissioner

Andrea Glick
Deputy Commissioner
Administration

John Goddard
Agency Chief
Contracting Officer

Lorraine Holley
Deputy ACCO
Competitive Sealed
Bid Contracts

April 16, 2015 (Address Correction)

CERTIFIED MAIL - RETURN RECEIPT REQUEST
XBR Inc.
35-12 19th Avenue, Suite 2E
Astoria, NY 11105

RE: FMS ID: HL82125VR
E-PIN: 85015B0003001
DDC PIN: 8502015HL0001C
125 Worth Street, 1st Floor DOHMH Vital Records Renovation – Borough of Manhattan
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $2,360,500.00 submitted at the bid opening on December 03, 2014. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

(1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.

(2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.

(3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

Department of
Design and
Construction

On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

Lorraine Holley

Lorraine Holley

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

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

PROJECT ID: HL82125VR

125 Worth Street, 1st Floor DOHMH Vital Records
125 Worth Street
New York 10013

Name of Bidder: XBR INC.

Date of Bid Opening: DECEMBER 3, 2014

Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation (X)

Place of Business of Bidder: 35-12 19TH AVENUE, SUITE 2E ASTORIA, NY 11105

Bidder's Telephone Number: 718-606-0072 Bidder's Fax Number: 718-606-0092

Bidder's Email Address: PLAMBRAKIS@XBRINC.COM

Residence of Bidder (If Individual): N/A

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners

If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of NEW YORK

Name and Home Address of President: PETER LAMBRAKIS
5763 256TH STREET LITTLE NECK, NY 11362

Name and Home Address of Secretary: SAME

Name and Home Address of Treasurer: SAME

BID FORM

PROJECT ID: HL82125VR

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the total bid price in figures.

A. LUMP SUM PRICE - Total price for all labor and material for all required work, excluding items (B) & (C) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price for Material Sold and Delivered		Total Price For Labor		
$871,200.00	+	$1,306,800.00	Total Price for Item A=	$2,178,000.00

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications) **$15,000.00**

C. AMOUNT for Unit Prices (from page 13-1) for extra work items $182,500.00

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL) $2360,500.00

E.C 12/3/14

BIDDER'S SIGNATURE AND AFFIDAVIT

* **SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 17) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors".** X **Yes** _____ **No**

Bidder: XBR INC.

By: Peter Li
(Signature of Partner or corporate officer)

Peter Li
Secretary of Corporate Bidder

Attest:
(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public

Unit Price Schedule

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item C - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
040140	1	Existing marble paneling repair - patching and filling of cracks.	300	SF	$75.00	$22,500
040140	2	Replacement of damaged stone panels	400	SF	$400.00	$160,000

Total Amount of Unit Price Work
* Insert Total amount of Unit Price Work on line C of Bid Form

$182,500.00*

Note: All quantities are approximate

BID FORM (TO BE NOTARIZED)

****

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this

____ day of _____, _____

_____

Notary Public

****

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this

____ day of _____, _____

_____

Notary Public

****

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF QUEENS ss:

PETER LAMBRAKIS being duly sworn says:

I am the PRESIDENT of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 5763 256TH STREET LITTLE NECK, NY 11362.

I have knowledge of the several matters therein stated, and they are in all respects true.

Peter L

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this

2ND day of DECEMBER, 2014

Notary Public

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 01/03/2015

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except NONE

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: XBR INC.
Address: 35-12 19TH AVENUE, SUITE 2E
City: ASTORIA State: NEW YORK Zip Code: 11105

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

[ ] A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

[ ] B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

[X] C - Corporation
EMPLOYER IDENTIFICATION NUMBER

11-3587841

By: Peter L.
Signature:

Title: PETER LAMBRAKIS, PRESIDENT

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.
* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
Division 1	**GENERAL REQUIREMENTS**							
010000	**MOBILIZATION**	1	LS					$219,300.00
	Subtotal							$219,300.00
Division 2	**EXISTING CONDITIONS**							
024119	**Selective Demolition**							
	TEMPORARY PROTECTION:							
	TEMPORARY BLANK-OFF HVAC OPENING	ALL	LOC					INCLUDED
	REMOVE PANTRY CABINETS	ALL	LS					INCLUDED
	REMOVE MILLWORK (COUNTERS, GLASS)	ALL	LF					INCLUDED
	REMOVE PARTITIONS	ALL	SF					INCLUDED
	REMOVE PARTITIONS / DIVIDERS AT MILLWORK	ALL	LF					INCLUDED
	REMOVE DOORS:							
	CLOSET - SINGLE	ALL	EA					INCLUDED
	CLOSET - DOUBLE	ALL	PR					INCLUDED
	WALL DOORS - SINGLE	ALL	EA					INCLUDED
	REMOVE CEILING:							
	ACT	ALL	SF					INCLUDED
	GWB SOFFIT CEILING	ALL	SF					INCLUDED
	GWB SOFFIT	ALL	SF					INCLUDED
	REMOVE FLOORING - VCT	ALL	SF					INCLUDED
	REMOVE SADDLES	ALL	LOC					INCLUDED
	REMOVE DRYWALL FURRING	ALL	SF					INCLUDED
	SAW CUT AND REMOVE TRAVERTINE PANELS	ALL	SF					INCLUDED
	REMOVE STONE PORTAL	ALL	LF					INCLUDED
	REMOVE METAL DOOR FRAME	ALL	LOC					INCLUDED
	DISMANTLE MARBLE PANELS, STORE FOR REINSTALLATION	ALL	SF					INCLUDED
	REMOVE GLASS AND FRAME	ALL	LOC					INCLUDED
	REMOVE ST. STEEL DISPENSER	ALL	EA					INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	REMOVE MARBLE STAND	ALL	EA					INCLUDED
	REMOVE MARBLE SADDLE @ TOILET	ALL	EA					INCLUDED
	REMOVE CERAMIC FLOORING	ALL	SF					INCLUDED
	REMOVE TOILET PARTITIONS	ALL	EA					INCLUDED
	REMOVE WAINSCOT FROM TOILET WALLS	ALL	SF					INCLUDED
	SAW CUT AND REMOVE PARTITION @ TOILET	ALL	SF					INCLUDED
	FIRE PROTECTION:							
	REMOVE EXISTING SPRINKLER PIPE W/ SPRINKLER HEADS	1	LS					INCLUDED
	PIPE CUT AND CAP (Included above)							
	MISC. DEMOLITION (INCL. CARTING AND DISPOSAL) (Included above)							
	PLUMBING:							
	REMOVE EXISTING DRINKING FOUNTAIN	ALL	EA					INCLUDED
	REMOVE EXISTING WC(4) U(2) LAV(2)	ALL	EA					INCLUDED
	PIPE CUT AND CAP	ALL	EA					INCLUDED
	HVAC:							
	REMOVE EXISTING RETURN FAN W/ ASSOC. CONTROL	ALL	EA					INCLUDED
	REMOVE EXISTING AIR HANDLER W/ ASSOC. CONTROL	ALL	EA					INCLUDED
	REMOVE EXISTING CONTROL PANEL	ALL	EA					INCLUDED
	REMOVE EXISTING STEAM COIL W/ ASSOC. CONTROL	ALL	EA					INCLUDED
	REMOVE EXISTING DUCTWORK W/ ASSOC. AD, VAV, PLENUM, DAMPERS	ALL	LF					INCLUDED
	REMOVE EXISTING PIPE	ALL	LF					INCLUDED
	REMOVE CONTROL VALVE & STEAM TRAP @ EXISTING RADIATORS	ALL	EA					INCLUDED
	DUCT CUT AND CAP	ALL	EA					INCLUDED
	PIPE CUT AND CAP	ALL	EA					INCLUDED
	MISC. DEMOLITION (INCL. CARTING AND DISPOSAL)	1	LS					INCLUDED
	Subtotal							$110,000.00

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Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
Division 3	CONCRETE							
035416	Hydraulic Cement Underlayment							
	PREPAIR FLOOR FOR VCT TILE INSTALLATION BY HYDRAULIC CEMENT UNDERLAYMENT	ALL	SF					INCLUDED
	PATCH AND REPAIR FLOOR FOR PORCELANE TILE INSTALLATION	ALL	SF					INCLUDED
	MISCELLANEOUS PATCHING WORK	ALL	LS					INCLUDED
	Subtotal							$22,000.00
Division 4	MASONRY							
040140	Interior Stone Restoration							
	REINSTALL SALVAGED MARBLE PANELS	ALL	SF					INCLUDED
	REPAIR DAMAGES TO MARBLE PANELS @ COLUMNS	ALL	SF					INCLUDED
	Subtotal							$38,500.00
Division 5	METALS							
051200	Structural Steel							
	DUNNAGE:							
	STEEL TUBES	ALL	LBS					INCLUDED
	STEEL BEAMS	ALL	LBS					INCLUDED
	STEEL ANGLES	ALL	LBS					INCLUDED
	STEEL POSTS ANGLES)	ALL	LBS					INCLUDED
	STEEL BRACING (ANGLES)	ALL	LBS					INCLUDED
	STEEL GRATING 1/4" X 3/16"	ALL	SF					INCLUDED
	STEEL PLATES (KICK AND SUPPORT)	ALL	LBS					INCLUDED
	STEEL PIPE / POST RAILING	ALL	LF					INCLUDED
	Subtotal							$145,000.00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
055000	**Metal Fabrications**							
	NEW TUBE/ANGLE/PLATE JUMB @ MAIN ENTRANCE	ALL	LF					INCLUDED
	NEW STEEL SADDLE @ METAL DOORS	ALL	LOC					INCLUDED
	NEW 12" ST. STEEL RACEWAY	ALL	LF					INCLUDED
	MISCELLANEOUS STEEL SUPPORTS (ANGLES, PLATES, ANCHORS, ETC.)	ALL	LS					INCLUDED
	Subtotal							$10,000.00
055819	**Heating Unit Covers**							
	METAL RADIATOR COVER	ALL	LOC					INCLUDED
	Subtotal							$4,500.00
057300	**Decorative Metal Railings**							
	RESTORE EXISTING METAL RAILING	ALL	LF					INCLUDED
	Subtotal							$5,000.00
057500	**Decorative Formed Metal**							
	CUSTOM CPU ENCLOSURES KIOSK	ALL	EA					INCLUDED
	Subtotal							$50,000.00
Division 6	**WOODS AND PLASTICS**							
061053	**Miscellaneous Rough Carpentry**							
	BLOCKING AND NAILING	1	LS					$5,500.00
	Subtotal							$5,500.00
064113	**Wood-Veneer-Faced Architectural Woodwork (Included w/ 066116)**							

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
064116	**Plastic Laminate-Faced Architectural Cabinets**							
	NEW BUILT-IN P.LAM. BASE AND WALL CABINETS AT PANTRY	ALL	LF					INCLUDED
	PRELAMINATED BASE CABINET W/SINK @ PANTRY	ALL	LF					INCLUDED
	PRELAMINATED WALL CABINET @ PANTRY	ALL	LF					INCLUDED
	MISCELLANEOUS MILLWORK	ALL	LS					INCLUDED
	Subtotal							$27,500.00
066116	**Solid Surfacing Fabrications**							
	TRANSACTION COUNTER:							
	SOLID SURFACE COUNTER - 12" W, CONVENIENCE SHELF - 8" W, TRANSACTION WINDOW, WOOD VENEER PANEL, PL. LAM FINISH ON PLYWOOD REMOVABLE PANEL	ALL	LF					INCLUDED
	1/2" CLEAR TEMPERED GLASS AT COUNTER	ALL	SF					INCLUDED
	Subtotal							$93,500.00
066550	**Solid Polymer Fabrications (Included w/ 064116, 066116)**							
Division 7	**THERMAL AND MOISTURE PROTECTION**							
078413	**Penetration Firestopping**							
	PENETRATION FIRESTOPPING	ALL	LF					INCLUDED
	Subtotal							$11,000.00
079200	**Joint Sealants**							
	MISCELLANEOUS THERMAL & MOISTURE PROTECTION	1	LS					INCLUDED
	Subtotal							$5,500.00
Division 8	**OPENINGS**							
080671	**Door Hardware Schedule (Included w/ 081113)**							

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

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Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
081113	**Hollow Metal Doors and Frames**							
	H.M. DOOR / FRAME / HARDWARE - (2) 84" X 36" (SWINGING)- NON RATED	ALL	PR					INCLUDED
	H.M. DOOR / FRAME / HARDWARE - 84" X 36" (NONE RATED) - SINGLE	ALL	EA					INCLUDED
	H.M. DOOR / FRAME / HARDWARE W/VIS. PANEL (1 1/2 HR RATED) - SINGLE	ALL	EA					INCLUDED
	H.M. DOOR / FRAME / HARDWARE (1 1/2 HR RATED) 84" X 36" - SINGLE	ALL	EA					INCLUDED
	Subtotal							$29,700.00
083323	**Overhead Coiling Doors**							
	ROLL DOWN ST. STEEL SHUTTER 9' X 2'	ALL	SET					$10,984.00
	Subtotal							$10,984.00
084226	**All-Glass Entrances**							
	GLASS DOOR / FRAME / HARDWARE - (2) 84" X 34" (NON RATED)	ALL	PR					INCLUDED
	BRONZE TRIMMED OPNG 10-1/2" X 6" AT GLASS DOOR	ALL	EA					INCLUDED
	Subtotal							$22,000.00
087100	**Door Hardware (Included w/ 081113)**							
087400	**Access Control Hardware (Included w/ 084226)**							
088000	**Glazing**							
	WINDOW INFILL 36" X 15" (2 HR RATED)	ALL	LOC					$24,200.00
	Subtotal							$24,200.00
Division 9	**FINISHES**							
092216	**Non-Structural Metal Framing (Included w/ 092900)**							

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092900	**Gypsum Board**							
	NEW INTERIOR (1) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - NONE RATED (TYPE-1)	ALL	SF					INCLUDED
	NEW INTERIOR (1) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - 1 HR RATED (TYPE-10)	ALL	SF					INCLUDED
	NEW INTERIOR (2) LAYER ONE SIDE 5/8" GWB ON 2-1/2" METAL STUDS AND (1) LAYER 1" SHAFT LINER WITH INSULATION - 2 HR RATED (TYPE-21)	ALL	SF					INCLUDED
	NEW INTERIOR (2) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - 1 HR RATED (TYPE-2) @ TOILET	ALL	SF					INCLUDED
	FURRED-OUT 5/8" GWB ON 2-1/2" METAL STUDS OVER EXISTING (TYPE 62)	ALL	SF					INCLUDED
	5/8" GWB SOFFIT W/ACCESSORIES @ LIGHT COVE CEILING	ALL	SF					INCLUDED
	5/8" GWB SOFFIT @ WINDOW POCKETS	ALL	SF					INCLUDED
	4 MIL. THICK ALUMINUM COMP. PANEL SOFFIT / CLOUD CEILING - 3' WIDE WITH SUSPENSION SYSTEM (DET.2 / A-102A)	ALL	SF					INCLUDED
	4 MIL. ALUMINUM COMP. PANEL SOFFIT / LIGHT COVE CEILING - 2' WIDE	ALL	SF					INCLUDED
	PATCH AND REPAIR CEILING @ TOILET	ALL	SF					INCLUDED
	Subtotal							$55,550.00
093013	**Ceramic Tiling**							
	NEW PORCELAIN FLOOR TILE (INCL. WATERPROOFING)	ALL	SF					INCLUDED
	PORCELANE TILE WALLS @ TOILET	ALL	SF					INCLUDED
	PORCELANE TILE BASE	ALL	LF					INCLUDED
	Subtotal							$27,500.00
095113	**Acoustical Panel Ceilings**							
	ACT CEILING	ALL	SF					$99,000.00
	Subtotal							$99,000.00

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[redacted] BID BREAKDOWN FORM

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Project: 125 Worth Street, 1st Floor DOHMH Vital Records
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096519	**Resilient Tile Flooring**							
	NEW VCT FLOOR	ALL	SF					INCLUDED
	RUBBER BASE 4"	ALL	LF					INCLUDED
	Subtotal							$27,500.00
096623	**Epoxy-Terrazzo Floor**							
	NEW POURED TERRAZZO FLOORING	ALL	SF					INCLUDED
	TERRAZZO BASE 4"	ALL	LF					INCLUDED
	Subtotal							$165,000.00
097200	**Wall Covering**							
	VINYL WALL COVERING	ALL	SF					INCLUDED
	Subtotal							INCLUDED
099123	**Interior Painting**							
	PATCH EXIST. FLOORING, CLEAN AND POLISH	ALL	SF					INCLUDED
	PATCH AND PAINT EXIST. WALLS	ALL	SF					INCLUDED
	PAINT NEW WALLS	ALL	SF					INCLUDED
	PAINT GWB SOFFIT/CEILING	ALL	SF					INCLUDED
	PAINT STEEL MEMBERS	ALL	LS					INCLUDED
	PAINT DOORS	ALL	LVS					INCLUDED
	REFURBISH DRINKING FOUNTAIN	ALL	LS					INCLUDED
	MISCELLANEOUS FINISHES	ALL	LS					INCLUDED
	Subtotal							$27,500.00
Division 10	**SPECIALTIES**							
102813	**Electric Hand Dryer**							
	ELECTRIC HAND DRYER	ALL	EA					INCLUDED
	Subtotal							INCLUDED

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Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
102813.13	**Commercial Toilet Accessories**							
	MIRROR 24" X 36"	ALL	EA					INCLUDED
	TOILET PAPER HOLDER	ALL	EA					INCLUDED
	GRAB BARS	ALL	SET					INCLUDED
	MISCELLANEOUS SPECIALTIES	ALL	LS					INCLUDED
	Subtotal							$5,000.00
104413	**Fire Extinguisher Cabinets**							
	NEW WALL-MOUNTED FIRE EXTINGUISHER W/ BRACKET	ALL	EA					INCLUDED
	Subtotal							$4,909.00
Division 12	**FURNISHING**							
122413	**Roller Window Shades**							
	WINDOW SHADES (MANUAL)	ALL	LOC					INCLUDED
	NEW INTERIOR SIGNAGE	ALL	LS					INCLUDED
	Subtotal							$11,000.00
123623	**Plastic-Laminate-Clad Countertops (included w/ 064116)**							
Division 21	**FIRE SUPPRESSION**							
210500	**General Fire Suppression Requirements**							
	SYSTEM DRAIN DOWN AND FILL	ALL	LS					INCLUDED
	DESIGN CALCULATION	ALL	LS					INCLUDED
	CLEAN, FLUSH AND TEST	ALL	LS					INCLUDED
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING	ALL	LS					INCLUDED
	PAINTING OF MAIN LOOP PIPE	ALL	LF					INCLUDED
	SEISMIC RESTRAINTS / MISC. SYSTEM SUPPORTS	ALL	LS					INCLUDED
	MISCELLANEOUS	ALL	LS					INCLUDED
	Subtotal							$77,000.00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
210503	**Pipes and Tubes for Fire Suppression Piping and Equipment**							
	3" DIA PIPE SCH-40		LF					
	2 1/2" DIA PIPE SCH-40		LF					
	2" DIA PIPE SCH-40		LF					
	1 1/2" DIA PIPE SCH-40		LF					
	1 1/4" DIA PIPE SCH-40		LF					
	1" DIA PIPE SCH-40		LF					
	1" DIA DRAIN DOWN PIPE SCH-40		LF					
	TIE-IN PIPE		EA					
	SYSTEM ID, LABELS AND COLOR CODING		LS					
	Subtotal							INCLUDED
210504	**Valves for Fire Suppression**							
	FLOOR CONTROL VALVE ASSEMBLY IN CABINET		EA					
	Subtotal							INCLUDED
210505	**Hangers, Supports and Anchors for Fire Suppression Systems (Included w/ 210503)**							
211313	**Wet-Pipe Sprinkler Systems**							
	CONSEALED SPRINKLER HEAD		EA					
	UPRIGHT / PENDENT SPRINKLER HEAD		EA					
	Subtotal							INCLUDED
Division 22	**PLUMBING**							
220500	**General Plumbing Equipments**							
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING		LS					
	CLEAN, FLUSH AND TEST		LS					
	DISTRIBUTION (FIXTURE AND PIPE)		LS					
	MISCELLANEOUS		LS					
	Subtotal							INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
220503	**Pipes and Tubes for Plumbing Piping and Equipment**							
	DOMESTIC WATER							
	1/2" DIA		LF					
	TIE-IN PIPE		EA					
	TIE-IN PIPE @ DRINKING FOUNTAIN		EA					
	SANITARY WASTE AND VENT							
	2" DIA AND SMALLER		LF					
	CLEAN OUT		EA					
	FUNNEL DRAIN		EA					
	TIE-IN PIPE		EA					
	TIE-IN PIPE @ DRINKING FOUNTAIN		EA					
	Subtotal							INCLUDED
220523	**General-Duty Valves for Plumbing Piping**							
	VALVES AND SPECIALTIES		LS					
	Subtotal							INCLUDED
220529	**Hangers and Supports for Plumbing Piping and Equipment**							
	MISC. PIPE SUPPORTS		LS					
	Subtotal							INCLUDED
220553	**Identification for Plumbing Piping and Equipment**							
	SYSTEM ID / VALVE TAGS		LS					
	Subtotal							INCLUDED
220700	**Plumbing Insulation**							
	PIPE INSULATION		LF					
	Subtotal							INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
224000	**Plumbing Fixtures**							
	PANTRY SINK		EA					
	ADA WATER CLOSET FLOOR MOUNTED (PIPE INCLUDED)		EA					
	WALL MOUNTED LAVATORY (PIPE INCLUDED)		EA					
	DRINKING FOUNTAIN		EA					
	FIXTURE ROUGH-IN		EA					
	Subtotal							INCLUDED
							ALL PLUMBING:	$28,457.00
Division 23	HVAC							
230500	**General Mechanical Requirements**							
	TEMPORARY HEAT		LS					
	Subtotal							INCLUDED
230501	**Scope of HVAC Work**							
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING		LS					
	CLEAN, FLUSH AND TEST (PIPING SYSTEMS)		LS					
	SHOP COORDINATION DRAWINGS		LS					
	EQUIPMENT HANDLING AND MATERIAL DISTRIBUTION		LS					
	SYSTEM START-UP AND COMMISSION		LS					
	MISCELLANEOUS		LS					
	Subtotal							INCLUDED
230503	**Pipes and Tubes for HVAC Piping and Equipment**							
	STEAM PIPE							
	2" DIA		LF					
	1" DIA		LF					
	TIE-IN PIPE		EA					
	STEAM TRAP		EA					
	ISOLATION DANFOSS VALVE		EA					
	MISC. PIPE, INSULATION, TIE-IN'S @ REINSTALL STEAM TRAPS		LS					
	CONDENSATE DRAIN PIPE 1/2" - 3/4" DIA		LF					

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	HOOK-UP EQUIPMENT:							
	AIR HANDLER / CONDENSING UNIT		UNIT					
	SPLIT SYSTEM AC UNIT		UNIT					
	FAN		EA					
	CONDENSATE DRAIN PUMP CP-1 AND CP-2		EA					
	Subtotal							INCLUDED
230513	**Common Motor Requirements for HVAC Equipment (Included w/ 230514)**							
230514	**Motor Controls**							
	VFD's		LS					
	Subtotal							INCLUDED
230523	**General Duty Valves for HVAC Piping**							
	VALVE AND SPECIALTIES (ALL SYSTEMS)		LS					
	Subtotal							INCLUDED
230529	**Hangers and Supports for HVAC Piping and Equipment**							
	MISC. EQUIPMENT, DUCT AND PIPE SUPPORTS		LS					
	Subtotal							INCLUDED
230548	**Noise and Vibration Controls for HVAC Piping and Equipment**							
	VIBRATION ISOLATION / SEISMIC		LS					
	Subtotal							INCLUDED
230549	**Seismic Provisions and Seismic Restraints**							
	SEISMIC PROVISIONS AND SEISMIC RESTRAINTS		LS					
	Subtotal							INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
230553	**Identification for HVAC Piping and Equipment**							
	SYSTEM ID / VALVE TAGS		LS					
	Subtotal							INCLUDED
230593	**Testing, Adjusting, and Balancing for HVAC**							
	TEST AND BALANCE		LS					
	Subtotal							INCLUDED
230700	**HVAC Insulation**							
	STEAM PIPE		LF					
	REFRIGERANT PIPE		LF					
	CONDENSATE DRAIN PIPE		LF					
	1" DUCT INSULATION		SF					
	2" DUCT INSULATION		SF					
	WEATHER PROOF JACKET @ OUTDOOR PIPING		LS					
	1" ACOUSTICAL LINING		SF					
	2" ACOUSTICAL LINING		SF					
	Subtotal							INCLUDED
230900	**Instrumentation and Control for HVAC**							
	SYSTEM CONTROLS INCLUSIVE OF THE FOLLOWING:		LS					
	AIR HANDLER / CONDENSING UNIT							
	SPLIT SYSTEM AC UNIT							
	FAN							
	CONDENSATE DRAIN PUMP							
	FD / AD							
	MD							
	VAV BOX							
	CARBON DIOXIDE SENSOR							
	THERMOSTAT							
	DDC TEMPERATURE SENSOR							

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
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Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	BSM CONTROL PANEL							
	DDC CONTROL PANEL							
	MISC. SENSORS							
	CONTROL VALVE @ STEAM RADIATOR							
	MISC. CONTROL REQUIREMENTS							
	CONTROL POINTS SHOWN ON CONTROL DIAGRAM AS OF 12/7/2013							
	Subtotal							INCLUDED
230923	**Direct Digital Control Systems for HVAC (Included w/ 230900)**							
230993	**Sequence of Operations for HVAC Controls (Included w/ 230900)**							
232213	**Steam and Condensate Heating Piping (Included w/ 230503)**							
232216	**Steam and Condensate Piping Specialties (Included w/ 230503)**							
232300	**Refrigerant Piping**							
	REFRIGERANT PIPE		LF					
	Subtotal							INCLUDED
233100	**HVAC Ducts and Casings**							
	GALVANIZED STEEL DUCT (INCL. PLENUM)		LBS					
	DRAIN PAN		EA					
	Subtotal							INCLUDED
233300	**Air Duct Accessories**							
	EDH DUCT MOUNTED		UNIT					
	VOLUME DAMPER		EA					
	WMS @ LOUVERS		SF					
	FD / AD		SF					

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	TRANSFER DUCT W/ ACCUSTIC LINING PREFABRICATED		EA					
	MD		SF					
	BACKDRAFT DAMPER		SF					
	DUCT SMOKE DETECTOR HOUSING - INSTALL ONLY		EA					
	FLEXIBLE CONNECTION (EQUIPMENT)		LS					
	SOUND TRAP @ VAV BOX		BOX					
	SILENSER		EA					
	LOUVER		LS					
	MISC. SHEETMETAL REQUIREMENTS		LS					
	Subtotal							INCLUDED
233400	**HVAC Fans**							
	TF-1 - 200 CFM		EA					
	RF-1 - 7500 CFM		EA					
	Subtotal							INCLUDED
233600	**Air Terminal Units**							
	VAV BOX - 1785 - 1955 CFM		EA					
	VAV BOX - 800 - 1270 CFM		EA					
	Subtotal							INCLUDED
233700	**Air Outlets and Inlets**							
	AIR DEVICE		EA					
	Subtotal							INCLUDED
234000	**HVAC Air Cleaning Devices (Included w/ 238126)**							
236313	**Air-Cooled Refrigerant Condensers (Included w/ 238126)**							
237300	**Indoor Central-Station Air-Handling Units (Included w/ 238126)**							

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

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DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
238126	**Split-System Air-Conditioners**							
	AHU-1 / CU-1 - 25 TONS (INCL. FILTER)		UNIT					
	SPLIT SYSTEM AC UNIT CRAC-1 - 1 TON		UNIT					
	Subtotal							INCLUDED
							ALL HVAC:	$590,400.00
Division 26	**ELECTRICAL**							
260500	**General Electrical Requirements**							
	MISCELLANEOUS		LS					
	CUT & SAFE OFF (DEMOLITION)		SF					
	TEMP POWER & LIGHT		SF					
	Subtotal							INCLUDED
260502	**Inspection and Tests (Included w/ 260500)**							
260519	**Low-Voltage Electrical Power Conductors and Cables**							
	12 AWG (LIGHTING DEVICES)		LF					
	12 AWG (BRANCH)		LF					
	12 AWG (LIGHTING)		LF					
	12 AWG (SECURITY)		LF					
	12 AWG (FIRE ALARM)		LF					
	10 AWG (MECHANICAL)		LF					
	6 AWG (MECHANICAL)		LF					
	4 AWG (MECHANICAL)		LF					
	3/0 AWG (MECHANICAL)		LF					
	250 MCM (MECHANICAL)		LF					
	Subtotal							INCLUDED
260526	**Grounding and Bonding for Electrical Systems**							
	GROUND BAR		EA					
	Subtotal							INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

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Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
260529	**Hangers and Supports for Electrical Systems (Included w/ 260533)**							
260533	**Raceways and Boxes for Electrical Systems**							
	3/4" CONDUIT (LIGHTING DEVICES)		LF					
	3/4" CONDUIT (BRANCH)		LF					
	3/4" CONDUIT (LIGHTING)		LF					
	3/4" CONDUIT (SECURITY)		LF					
	3/4" CONDUIT (FIRE ALARM)		LF					
	3/4" CONDUIT (MECHANICAL)		LF					
	3/4" CONDUIT (DATA / COM)		LF					
	3/4" CONDUIT (SECURITY)		LF					
	1" CONDUIT (MECHANICAL)		LF					
	2" CONDUIT (MECHANICAL)		LF					
	2 1/2" CONDUIT (MECHANICAL)		LF					
	Subtotal							INCLUDED
260553	**Identification for Electrical Systems (Included w/ 260500)**							
260943	**Lighting Control System**							
	SINGLE POLE SWITCHES		EA					
	THREE WAY SWITCHES		EA					
	VACANCY SENSORS		EA					
	Subtotal							INCLUDED
262416	**Panelboards**							
	LIGHTING CONTROL PANEL		EA					
	REWORK EXISTNG BOARDS		LS					
	Subtotal							INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

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Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
262726	**Wiring Devices**							
	DUPLEX REC		EA					
	QUAD REC		EA					
	GFCI REC		EA					
	W/P GFCI REC		EA					
	L6-30R		EA					
	HAND DRYERS		EA					
	AUTO FLUSH (FBO)		EA					
	4 BUTTON SWITCH		EA					
	Subtotal							INCLUDED
262813	**Fuses (Included w/ 262819)**							
262819	**Enclosed Switches**							
	VARIABLE FREQUENCY DRIVES	ALL	EA					
	VAV'S	ALL	EA					
	MOTORIZED DAMERS	ALL	EA					
	CONTROL PANELS		EA					
	TOILET EXHAUST FANS		EA					
	CRAC UNITS		EA					
	RETURN FANS		EA					
	CRACC UNITS		EA					
	AIR HANDLING UNITS		EA					
	ELECTRIC DUCT HEATER		EA					
	CONDENSING UNIT		EA					
	Subtotal							INCLUDED
265000	**Interior Luminaires**							
	FIXTURE TYPE L1	ALL	EA					INCLUDED
	FIXTURE TYPE L2	ALL	EA					INCLUDED
	FIXTURE TYPE L2A	ALL	EA					INCLUDED
	FIXTURE TYPE L3	ALL	LF					INCLUDED

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

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Bidder: XBR INC.

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	FIXTURE TYPE L4	ALL	EA					INCLUDED
	FIXTURE TYPE L5	ALL	EA					INCLUDED
	FIXTURE TYPE L6	ALL	EA					INCLUDED
	EXIT SIGNS	ALL	EA					INCLUDED
	Subtotal							
Division 28	ELECTRONIC SAFETY AND SECURITY							
283100	Fire Detection and Alarm System							
	PULL STATIONS	ALL	EA					INCLUDED
	SMOKE DETECTORS	ALL	EA					INCLUDED
	DUCT DETECTORS	ALL	EA					INCLUDED
	HORN STROBE UNITS	ALL	EA					INCLUDED
	TAMPER SWITCHES	ALL	EA					INCLUDED
	WATER FLOW SWITCHES	ALL	EA					INCLUDED
	PROGRAMMING & ENGINEERING	ALL	LS					INCLUDED
	Subtotal							
						ALL ELECTRICAL		$225,000.00
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK				$871,200		$1,306,000	$2,178,000

Qualification Form

Project ID: HL82125VR

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: XBR INC. (XBR INC. COMPLETED THE PROJECT FOR ATLAS)

Name of Project: TAVERN ON THE GREEN CORE & SHELL

Location of Project: 1 TAVERN ON THE GREEN NEW YORK, NY 10023

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: DDC-MEDHAT AZER

Title: SENIOR PROJECT MANAGER Phone Number: 347-203-2697

Brief description of work completed: EXTERIOR MASONRY FACADE RESTORATION, NEW DOORS, NEW WINDOWS, EPDM/SLATE & COPPER ROOF, STRUCTURAL STEEL, CONCRETE SLABS, SITEWORK, NEW MECHANICAL, ELECTRICAL, PLUMBING & SPRINKLERS

Was the work performed as a prime or a subcontractor: PRIME (MANAGED SUBS FOR SURETY)

Amount of Contract: $9,836,000.00 (XBR INC. MANAGED $5,000,000.00 & RECEIVED $1.2M)

Date of Completion: APRIL 2014

****

Name of Contractor: XBR INC. (XBR INC. COMPLETED THE PROJECT FOR ATLAS)

Name of Project: BROOKLYN HISTORICAL SOCIETY

Location of Project: 128 PIERREPONT STREET BROOKLYN, NY 11201

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: DDC-SUZANNE LEE KIM

Title: PROJECT MANAGER Phone Number: 917-731-6785

Brief description of work completed: INTERIOR RENOVATION OF EXHIBITION SPACE, WOOD FLOORS, ALUMNIUM TILE FLOOR, CORK FLOOR, WOOD CEILING RESTORATION, MASONRY RESTORATION, BLUESTONE FLOOR, NEW DOORS, VISUAL DISPLAY PANELS

Was the work performed as a prime or a subcontractor: PRIME (MANAGED SUBS FOR SURETY)

Amount of Contract: $2,998,000.00 (XBR INC. MANAGED $900,000.00 & RECEIVED $300,000.00)

Date of Completion: JANUARY 2014

Qualification Form

Project ID: HL82125VR

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: XBR INC.

Name of Project: RAFINA RESTAURANT

Location of Project: 630 FIRST AVENUE NEW YORK, NY 10023

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: MEDHAT AZER

Title: DDC, SR. PROJECT MANAGER Phone Number: 347-203-2697

Brief description of work completed: INTERIOR RESTAURANT FIT-OUT IN OCCUPIED BUILDING, KITCHEN EQUIPMENT, NEW MEP

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: $1,100,000.00

Date of Completion: JANUARY 2012

****

Name of Contractor: XBR INC.

Name of Project: 180 BAY 32ND STREET BROOKLYN, NY

Location of Project: 180 BAY 32ND STREET BROOKLYN, NY

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: GEORGIA PAPATHANASIOU

Title: PROPERTY MANAGER Phone Number: 516-425-8261

Brief description of work completed: ROOF, FACADE, WINDOWS & INTERIOR FIT-OUT

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: $738,000.00

Date of Completion: FEBRUARY 2012

XBR

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
TAVERN ON THE GREEN 1 TAVERN ON THE GREEN NEW YORK, NY 10023	PRIME	$9,836,000.00	APRIL 2014	MEDHAT AZER-DDC 347-203-2697	
96TH & 125TH LIBRARIES VARIOUS MANHATTAN	SUBCONTRACT	$200,000.00	MAY 2014	LEONARD FERGUSON-DDC 917-613-5225	
WARD'S ISLAND CONC. WALKWAYS N & S	SUBCONTRACT	$100,000.00	JUNE 2014	DEP	
THREE FIREHOUSES VARIOUS	PRIME	$3,786,000.00	FEBRUARY 2013	SAMIR SHAH-DDC 646-235-3392	
IS 285 UTILITY RELOCATION-BRONX	PRIME	$2,700,000.00	2010	ERIC CHOU-SCA 347-865-4814	

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
BARUCH COLLEGE SWING SPACE	PRIME	$1,393,000	$900,000	$931,091	FEBRUARY 2015	CUNY/LIRO JAMES GASPARI 917-373-0542	

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

Tax ID #: 11-3587841 APT E-

PIN#: 85015B0003

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID #	11-3587841	**FMS Vendor ID #**	
Business Name	XBR INC.	**Contact Person**	PETER LAMBRAKIS
Address	35-12 19TH AVENUE, SUITE 2E ASTORIA, NY 11105		
Telephone #	718-606-0072	**Email**	PLAMBRAKIS@XBRINC.COM

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

☒ For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 6)		Calculated M/WBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	$2,193,000.00	x	35%	=	$ 772,825.16 Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

☐ For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	$	X		=	$ Line 3

Tax ID #: 11-3587841

APT E-PIN#: 85015B0003

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☒ As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % ____

✓ Scopes of Subcontract Work

Enter brief description of the type(s) and dollar value of subcontracts for [illegible] subcontracting if awarded this contract. For each item, indicate whether the [illegible] participation by MBEs and/or WBEs and the time frame in which such [illegible]. Use additional sheets if necessary.

1. DEMOLITION
2. ELECTRICAL
3. WINDOW SHADES
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.

Section V: Vendor Certification and Required Affirmations

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New Yo9rk (Section 6-129) and the rules promulgated thereunder;

2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature [illegible] Date DECEMBER 2, 2014

Print Name PETER LAMBRAKIS Title PRESIDENT

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: HL82125VR

SUBMISSION: In addition to its Bid (Bid Envelope # 1), the Bidder must, at the time of the bid, complete and submit this form in a separate, sealed envelope (Bid Envelope # 2). To complete this form, the Bidder must identify the subcontractors it intends to use for the work listed below, as well as the dollar amount to be paid to each subcontractor. Failure to complete this form and submit it in a separate, sealed envelope will result in the disqualification of the bid as non-responsive.

The Bidder intends to use the following subcontractors. If the Bidder intends to do any of the work referenced below with its own forces, the Bidder should complete this form using its own name. If multiple subcontractors for any trade are proposed, Bidder may submit multiple copies of this form.

1. **PLUMBING CONTRACTOR:** Description of Plumbing Work:

LOUIS L. BUTTERMARK & SONS, INC. (Print Name) — PLUMBING

Agreed amont to be paid Subcontractor: $25,870.00

2. **HVAC CONTRACTOR:** Description of HVAC Work:

ACS SYSTEM ASSOCIATES, INC. (Print Name) — ALL HVAC

Agreed amont to be paid Subcontractor: $590,000.00

3. **ELECTRICAL CONTRACTOR:** Description of Electrical Work:

UPTOWN ELECTRIC INC. (Print Name) — ALL ELECTRIC

Agreed amont to be paid Subcontractor: $225,000.00

BIDDER'S SIGNATURE: The Bidder must sign and complete this form in the spaces provided below:

Peter Lambrakis — PETER LAMBRAKIS
(Bidder's Signature) (Print Name)

35-12 19TH AVENUE, SUITE 2E ASTORIA, NY 11105
(Address)

PRESIDENT	718-606-0072	718-606-0092	DECEMBER 2, 2014
(Title)	(Phone #)	(Fax#)	(Date)

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: XBR INC.

DDC Project Number: HL82125VR

Company Size: X Ten (10) employees or less

_____ Greater than ten (10) employees

Company has previously worked for DDC X YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	YES	YES
Residential Building Construction	YES	NO
Nonresidential Building Construction	YES	YES
Heavy Construction, except building	NO	NO
Highway and Street Construction	NO	NO
Heavy Construction, except highways	YES	NO
Plumbing, Heating, HVAC	YES	NO
Painting and Paper Hanging	YES	YES
Electrical Work	YES	NO
Masonry, Stonework and Plastering	YES	YES
Carpentry and Floor Work	YES	YES
Roofing, Siding, and Sheet Metal	YES	NO
Concrete Work	YES	YES
Specialty Trade Contracting	YES	NO
Asbestos Abatement	YES	NO
Other (specify)		
_____	_____	_____

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
2011	1.0	1.0
2012	1.0	1.0
2013	1.0	1.0

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

____ YES _X_ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

____ YES _X_ NO Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2011	3,120	0
2012	3,120	0
2013	3,120	0

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

___YES _X_NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____, _____, _____

___YES _X_NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

___YES _X_NO Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

DDC Project Number(s): _____, _____, _____

Date: 12/02/14 By: Peter Li

(Signature of Owner, Partner, Corporate Officer)

Title: PETER LAMBRAKIS, PRESIDENT

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor X Subcontractor ____

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

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise
___Women Owned Business Enterprise
___Disadvantaged Business Enterprise
___Locally Based Business Enterprise
___Emerging Business Enterprise

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

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No X

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

5. Are you a Union contractor? Yes ____ No X If yes, please list which local(s) you affiliated with _____

6. Are you a Veteran owned company? Yes ____ No X

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3587841 PLAMBRAKIS@XBRINC.COM
Employer Identification Number or Federal Tax I.D. Email Address

8. XBR INC.
Company Name

9. 35-12 19TH AVENUE, SUITE 2E ASTORIA NY 11105
Company Address and Zip Code

10. PETER LAMBRAKIS 718-606-0072
Chief Operating Officer Telephone Number

11. SAME
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")

12. SAME
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 10

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) TBD
Contract Registration Number (CT#)

(e) TBD
Projected Commencement Date

(f) TBD
Projected Completion Date

(g) Description and location of proposed contract:

125 WORTH STREET, 1ST FLOOR DOHMH VITAL RECORDS RENOVATION

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No X

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No X

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No X If yes,

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

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No X

If yes,

(a) Name and address of OFCCP office.

N/A

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months? Yes___ No X

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No X

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

(d) Were any deficiencies found? Yes___ No X

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No X

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

PART II: DOCUMENTS REQUIRED

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

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

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

NO (c) Employee Policy/Handbook

NO (d) Personnel Policy/Manual

NO (e) Supervisor's Policy/Manual

NO (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

NO (g) Collective bargaining agreement(s).

YES(h) Employment Application(s)

NO (i) Employee evaluation policy/form(s).

NO (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

(a) Prior to job offer	Yes___	No X
(b) After a conditional job offer	Yes X	No___
(c) After a job offer	Yes X	No___
(d) Within the first three days on the job	Yes___	No X
(e) To some applicants	Yes___	No X
(f) To all applicants	Yes X	No___
(g) To some employees	Yes___	No X
(h) To all employees	Yes X	No___

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
MAINTAINED IN EMPLOYEE FOLDERS IN OUR OFFICE

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No X

If yes, is the medical examination given:

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

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes X No___

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

25. Does the company have a current affirmative action plan(s) (AAP)
NO Minorities and Women
NO Individuals with handicaps
NO Other. Please specify ___

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No X

If yes, please attach a copy of this policy.

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

XBR

35-12 19TH AVENUE, SUITE 2E ASTORIA, NY 11105
T: 718-606-0072 F: 718-889-2229 WWW.XBRINC.COM

EEO POLICY

XBR Inc. is a general construction company incorporated in the State of New York since 2001 doing business throughout the City and State of New York, and the tri-state areas with various private and public agencies and has in its employ minority employees. We are constantly seeking out minority employees to offer them employment and to assist them with on-site training.

We do not discriminate against any applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation or marital status. We understand that minority includes the following:

(a) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin).

(b) Hispanic (a person of Spanish or Portuguese culture with origins in South or Central America or the Caribbean islands (regardless of race)).

(c) Asian & Pacific Islander (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).

(d) American Indian or Alaskan Native

(e) Females

We make efforts to utilize the services of minority and women community organizations, minority and women contractor groups, local, State and Federal minority and women business assistance officers and other organization that provide assistance in the recruitment and placement of minorities.

Peter Lambrakis is the Equal Opportunity Officer who is responsible for and has the capability of effectively administering and promoting an active program of equal employment opportunity.

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No_X_

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

_____

_____

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

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

_____

_____

SIGNATURE PAGE

I, (print name of authorized official signing) PETER LAMBRAKIS hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

XBR INC.
Contractor's Name

PETER LAMBRAKIS — PRESIDENT
Name of person who prepared this Employment Report — Title

PETER LAMBRAKIS — PRESIDENT
Name of official authorized to sign on behalf of the contractor — Title

718-606-0072
Telephone Number

Peter L.
Signature of authorized official

DECEMBER 2, 2014
Date

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

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

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

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

Only original signatures accepted.

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 9/23/2015

Sworn to before me this 2nd day of DECEMBER 2014

SEAN BRONSON — DECEMBER 2, 2014
Notary Public — Authorized Signature — Date

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

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

2. If yes, complete the chart below.

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

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

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

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:
LABORER

Union Affiliation, if applicable
LOCAL 79

Total (Col. #1-10):
2

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

Total Female (Col. #6 – 10):
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	0	1	1	0	0	0	0	0	0	0
H	0	0	0	0	0	0	0	0	0	0
A	0	0	0	0	0	0	0	0	0	0
TRN	0	0	0	0	0	0	0	0	0	0
TOT	0	1	1	0	0	0	0	0	0	0

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

UNIONS

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:
LABORERS

Union Affiliation, if applicable
NONE

Total (Col. #1-10):
0

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):
0

Total Female (Col. #6 – 10):
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	0	0	0	0	0	0	0	0	0	0
H	0	0	0	0	0	0	0	0	0	0
A	0	0	0	0	0	0	0	0	0	0
TRN	0	0	0	0	0	0	0	0	0	0
TOT	0	0	0	0	0	0	0	0	0	0

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

UNIONS, COMMUNITY OUTREACH

FOR OFFICIAL USE ONLY: File No._____

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[*Please Check One*]

BIDDER'S CERTIFICATION

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

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

Dated: QUEENS, New York
DECEMBER 2, 2014

SIGNATURE

PETER LAMBRAKIS
PRINTED NAME

PRESIDENT
TITLE

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 04/08/2015

Sworn to before me this
2ND day of DEC, 2014

Notary Public

Dated: DECEMBER 2, 2014

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

November 7, 2014

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

HL82125VR
125 Worth Street, 1st Floor DOHMH Vital Records

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

The bidder is advised that the items listed below apply to the project:

1. **Revised Bid Opening Date:**
   The Bid Opening for the Contract described below scheduled for November 12th, 2014 at 2:00pm is rescheduled to December 3rd, 2014 at 2:00pm.

   Contract #1 – General Construction Work

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

Dr. Feniosky Peña-Mora
Commissioner

XBR INC.
Name of Bidder

By: _____

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

November 14, 2014

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

HL82125VR
125 Worth Street, 1st Floor DOHMH Vital Records

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

The bidder is advised that the items listed below apply to the project:

1. **Revisions to the Bid Booklet:**
   Delete pages 13-1 & 21-3 and replace with pages 13-1R & 21-3R, included with this Addendum.

2. **Questions from Bidders and Responses to Questions:**
   See Attachment A.

3. **Revisions to the Specifications:**
   See Attachment B.

4. **Revisions to the Drawings:**
   See Attachment C.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

Dr. Feniosky Peña-Mora
Commissioner

XBR INC.
Name of Bidder

By: _____

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

X.B.R., Inc.

35-12 19th Avenue, Ste. 2E, Astoria, NY 11105

hereinafter referred to as the "Principal", and _____

Endurance American Insurance Company

750 Third Avenue, 2nd Floor , New York, NY 10017

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of

Ten Percent of Amount Bid

($ 10%), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for DOHMH Vital Records Renovations @ 125 Worth Street, 1st Floor, Manhattan, NY - Project #HL82125VR/8502015HL0001C

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

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

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

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

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 13th day of October, 2014.

(Seal) X.B.R., Inc. (L.S.)

Principal

By: Peter L

(Seal) Endurance American Insurance Company

Surety

By: Fern Perry Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of QUEENS ss:
On this 2ND day of DECEMBER, 2014, before me personally came PETER LAMBRAKIS to me known, who, being by me duly sworn, did depose and say that he resides at 5763 256TH STREET LITTLE NECK, NY 11362 that he is the PRESIDENT of X.B.R., Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 01/03/2015

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On October 13, 2014 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Endurance American Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Peter Henry

Notary Public
Peter Henry
Notary Public State of NY
No. 01HE4784829
Qualified in Nassau County
Commission Expires January 31, 2018

ENDURANCE AMERICAN INSURANCE COMPANY

BID0115001499
Seal Number: 1

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

ROBERT FINNELL, FERN PERRY, DEBORAH L. SEVERIN, JANICE R. FISCINA, JENNIFER LAURA JOHNSTON-OGEKA, ROSANNE CALLAHAN, PETER HENRY

and lawful Attorney(s)-in-fact, at PLAINVIEW in the State of NY and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.92

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
92
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and the authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) JUNE 4TH, 2015.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 5TH day of JUNE, 2014 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... By .....
Alfred N. Wright, Senior Vice President — Ronald Diggs, Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 5TH day of JUNE, 2014 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

..... Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations."

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this OCT 13 2014 day of , 20 .
(Corporate Seal)

..... Doug Worman, Chief Executive Officer of U.S. Insurance

This Document is printed on colored bonded safety paper. Any reproductions are void.

ENDURANCE AMERICAN INSURANCE COMPANY
Balance Sheet - Statutory - Basis
December 31, 2013

Assets:		
Bonds	$	277,960,234
Common stocks		92,821,239
Cash		81,252,414
Receivable for securities		10,473,849
Total, cash and invested assets		462,507,736
Agents' balances		639,892,014
Reinsurance recoverable on loss and loss adjustment expense payments		204,937,779
Funds held by or deposited with reinsures companies		4,455,680
Investment income due and accrued		1,277,293
Receivables from parent and affiliates		718,976
Total admitted assets	$	1,313,789,478
Liabilities:		
Loss and loss adjustment expenses	$	220,360,070
Reinsurance payable on paid loss and loss adjustment expenses		403,424,215
Unearned premiums		78,153,735
Ceded reinsurance premiums payable		324,020,849
Funds held by company under reinsurance treaties		5,604,760
Provision for reinsurance		3,027,000
Payable to parent, subsidiary and affiliates		6,119,752
Payable for securities		22,619,701
Other liabilities		2,972,307
Total liabilities		1,066,302,389
Capital and surplus:		
Common capital stock		6,000,000
Gross paid in and contributed surplus		531,153,297
Unassigned funds (surplus)		(289,666,208)
Total capital and surplus		247,487,089
Total liabilities, capital and surplus	$	1,313,789,478

I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2013 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 333 Westchester Avenue, White Plains, NY 10604.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York.

Stan Osofsky

Subscribed and sworn to before me this 7th day of April 2014

ANIE LICARI
Notary Public, State of New York
No. 01LI6176502
Qualified in Kings County
Term Expires October 29, 2018

NOTICE TO BIDDERS:

- **PROJECT LABOR AGREEMENT:** **This contract is subject to a Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated Local Unions. By submitting a bid, the Contractor agrees that the PLA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute a "Letter of Assent" prior to award.**

  The Bidder is advised to review the following: (1) Notice regarding the PLA, (2) the PLA, and (3) the Letter of Assent, all of which are set forth at the beginning of Volume 2 of the Contract Documents.

- **SINGLE CONTRACT:** **As stated above, this contract is subject to a PLA. The requirements of the Wicks Law for separate prime contractors DO NOT APPLY to any project that is covered by a PLA. Accordingly, the requirements of the Wicks Law for separate prime contractors do not apply to this Project. The Project consists of a single contract, the Contract for General Construction Work.**

  The Bidder is advised to review the Notice set forth at the beginning of Volume 2 of the Contract Documents. The Notice specifies revisions to the Contract Documents to provide that the Project consists of a single contract and to delete any and all references to separate prime contractors.

SPECIAL NOTICE TO BIDDERS

The New York City Department of Small Business Services (SBS), in conjunction with the New York Business Development Corporation (NYBDC), have established a NYC Construction Loan pilot program to provide prime contractors and subcontractors financing for mobilization costs on certain City construction projects.

Under this initiative, loans are available for early stage mobilization needs such as insurance, labor, supplies and equipment. Bidders are strongly encouraged to visit "Growing Your Business" at www.nyc.gov/nycbusiness to learn more about the loan or contact constructionloan@sbs.nyc.gov / (212) 513-6444 to obtain details and to determine preliminary eligibility.

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

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

BID BOOKLET
PART A

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PROJECT ID: HL82125VR

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

BID BOOKLET

TABLE OF CONTENTS

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE BID SHALL CONSIST OF TWO (2) SEPARATE, SEALED ENVELOPES. THE DOCUMENTS THAT MUST BE COMPLETED AND INCLUDED IN EACH SEPARATE ENVELOPE ARE LISTED BELOW.

BID ENVELOPE #1: Bid Envelope #1 shall contain the following items:

- Bid Form, including Affirmation
- Bid Security (if required, see page 22)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

BID ENVELOPE #2: Bid Envelope #2 shall contain **ONLY** the following item:

- Bidder's Identification of Subcontractors (see pages 16 & 17)

FAILURE TO SUBMIT THE FOUR ITEMS LISTED ABOVE WILL RESULT IN THE DISQUALIFICATION OF THE BID

BID ENVELOPE #1: In addition to the items listed above, Bid Envelope #1 shall also contain the following items: DO NOT Include the items listed below in Bid Envelope #2.

- Bid Breakdown (if required, see page 21)
- Safety Questionnaire
- Construction Employment Report (if bid is $1,000,000 or more)
- Contract Certificate (if bid is less than $1,000,000)
- Confirmation of Vendex Compliance
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Any Addenda issued prior to the receipt of bids

FAILURE TO SUBMIT THE EIGHT ITEMS LISTED ABOVE MAY RESULT IN THE DISQUALIFICATION OF THE BID.

NOTES:

(1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.

(2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2615).

(3) VENDEX QUESTIONNAIRES: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

(4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.

(5) SPECIAL EXPERIENCE REQUIREMENTS FOR ASBESTOS: The Bidder is advised that this contract contains strict requirements regarding the prior experience and licensing of the subcontractor who will perform any required asbestos abatement work. These special experience requirements are set forth in the section of the specifications which describes any required asbestos abatement work.

SPECIAL EXPERIENCE REQUIREMENTS

Special Experience Requirements apply as indicated below.

Bidder:	**General Construction**	**__X__ YES**	**_____ NO**
Specific Areas of Work:	**General Construction**	**__X__ YES**	**_____ NO**
Manufacturers:	**General Construction**	**__X__ YES**	**_____ NO**

(A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The special experience requirements set forth below apply to the bidder indicated above. Compliance with such special experience requirements will be determined solely by the City prior to an award of contract. Failure to comply with the special experience requirements will result in the rejection of the bid as non-responsive.

- The bidder must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

(B) **QUALIFICATION FORM**: For each project submitted to demonstrate compliance with the special experience requirements, the bidder must complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

(C) **CONDITIONS**: The City may, in determining compliance with the special experience requirements set forth above, consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or from the inception of the bidding entity. If the bidder is relying on the prior experience of a principal or employee, it must submit documentation confirming the position held by such principal or employee in the prior entity, as well as in the bidding entity.

- The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(D) **JOINT VENTURES**: In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

(E) **EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK**: The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.

(1) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below.

General Construction

- Section 057500: Decorative Formed Metal

(2) Special experience requirements applicable to the contractor or subcontractor that will perform specific areas of work are summarized below. Such experience requirements are set forth in full in the Addendum to the General Conditions.

- The contractor or subcontractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. In addition, for roofing work, the contractor or subcontractor must be licensed or approved by the manufacturer of the roofing system.

(3) For each project submitted to demonstrate compliance with the special experience requirements for specific areas of work, the contractor or proposed subcontractor will be required to complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

(F) **EXPERIENCE REQUIREMENTS FOR MANUFACTURER(S)**: The special experience requirements set forth below apply to the manufacturer that will supply or fabricate specific material or equipment. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of award, the contractor will be required to submit the qualifications of the proposed manufacturer(s). Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

(1) Special experience requirements apply to the manufacturer(s) of material and/or equipment specified in the section(s) set forth below.

General Construction

- Section 057500: Decorative Formed Metal

(2) Special experience requirements applicable to the manufacturer(s) of specified material or equipment are summarized below. Such experience requirements are set forth in full in the Addendum to the General Conditions.

- The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.

Qualification Form

Project ID: HL82125VR

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

_____

_____

Was the work performed as a prime or a subcontractor: _____

Amount of Contract: _____

Date of Completion: _____

****

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

_____

_____

Was the work performed as a prime or a subcontractor: _____

Amount of Contract: _____

Date of Completion: _____

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MWBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled "Notice to All Prospective Contractors".

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the "Notice to All Prospective Contractors" (See Part A, Section 10). The bidder's request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive.

Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program ("LBE"). The LBE Program is set forth in Article 67 of the Contract.

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NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals,** unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to

determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or**

below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6¬-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals.** (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals.**

RTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax ID #:

APT E-PIN#: 85015B0003

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin #	85015B0003	**FMS Project ID#:**	HL82125VR
Project Title/Agency	125 Worth Street, 1st Floor DOHMH Vital Records		
PIN #	8502015HL0001C		
Bid/Proposal Response Date:	WEDNESDAY, NOVEMBER 12, 2014		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Avenue **City** Long Island City **State** NY **Zip Code** 11101		
Contact Person	Norma Negrón **Title** MWBE Liaison & Compliance Analyst		
Telephone #	(718) 391-1502 **Email** negronn@ddc.nyc.gov		

Project Description *(attach additional pages if necessary)*

This project involves the renovation of approximately 5,800 SF on the First Floor of the 125 Worth Street Building for the New York City Department of Mental Health vital records offices. The space will consist of a public waiting room with 10 transaction counters and ancillary offices and equipment rooms. The project includes the removal of existing walls, ceilings, floors and mechanical and electrical systems and equipment as indicated on the contract documents. Protect, selectively remove and reinstall marble finishes where indicated. Provide new custom designed kiosks. Coordinate work with Owner-provided fixtures, furniture and equipment, including IT, security, AV and Q-matic systems. Provide new split system A/C unit and all associated equipment. Renovate two existing toilets and convert one toilet to ADA toilet as shown on contract drawings. Extend sprinkler line from Basement and fully sprinkler area of work. Provide new lighting fixtures, wiring devices and associated conduit, wiring and raceway. Provide additional fire alarm devices to existing fire alarm system as indicated.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services

Prime Contract Industry: **Construction**

Group	Percentage	
Unspecified *	**35**	%
or		
Black American	**Unspecified**	%
Hispanic American	**Unspecified**	%
Asian American	**Unspecified**	%
Women	**Unspecified**	%
Total Participation Goals	**35**	% **Line 1**

* Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goals for construction contracts may be met by using Black American, Hispanic American,Asian American or Women certified firms or any combination of such firms.

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Tax ID #: _____ APT E-

PIN#: 85015B0003

SCHEDULE B - Part II: M/WBE Participation Plan

P[illegible] to be completed by the bidder/proposer:

P[illegible] note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____ **Contact Person** _____

Address _____

Telephone # _____ **Email** _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.**

Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or c[illegible]dited to an M/WBE prime contractor or [illegible]ified Joint Venture.

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.

Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 6)		Calculated M/WBE Participation Amount
$	X		=	$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.**

Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.

Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
$	X		=	$ Line 3

Tax ID #: _____ APT E-PIN#: 85015B0003

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☐ As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % ____

✓ Scopes of Subcontract Work

Enter brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

1. _____
2. _____
3. _____
4. _____
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6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

Section V: Vendor Certification and Required Affirmations

I hereby:

1) acknowedge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New Yo9rk (Section 6-129). and the rules promulgated thereunder;

2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct.

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract

4) agree and affirm that it is a maerial term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modfied by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature _____ Date _____

Print Name _____ Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # ______________________ **FMS Vendor ID #** ______________________

Business Name ____

Contact Name ______________________ **Telephone #** ______________________ **Email** ______________________

Type of Procurement ☐ **Competitive Sealed Bids** ☐ **Other** **Bid/Response Due Date** ______________________

APT E-PIN # (for this procurement): ______________________ **Contracting Agency:** ______________________

M/WBE Participation Goals as described in bid/solicitation documents

______________ % **Agency M/WBE Participation Goal**

Proposed M/WBE Participation Goal *as anticipated by vendor seeking waiver*

______________ % **of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.**

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*

☐ **Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.**

☐ **Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)**

☐ **Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.**

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. ______________ **AGENCY** ______________ **DATE COMPLETED** ______________

Total Contract Amount $ ______________ **Total Amount Subcontracted $** ______________ ______________

Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________

CONTRACT NO. ______________ **AGENCY** ______________ **DATE COMPLETED** ______________

Total Contract Amount $ ______________ **Total Amount Subcontracted $** ______________ ______________

Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________

CONTRACT NO. ______________ **AGENCY** ______________ **DATE COMPLETED** ______________

Total Contract Amount $ ______________ **Total Amount Subcontracted $** ______________ ______________

Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________ Item of Work Subcontracted and Value of subcontract ______________

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract _____ **ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Type of Work Subcontracted _____ _____ _____

_____

TYPE OF Contract _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

_____

TYPE OF Contract _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

_____

VENDOR CERTIFICATION: *I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.*

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

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

PROJECT ID: HL82125VR

125 Worth Street, 1st Floor DOHMH Vital Records
125 Worth Street
New York 10013

Name of Bidder: _____

Date of Bid Opening: _____

Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation ( )

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Bidder's Fax Number: _____

Bidder's Email Address: _____

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of _____

Name and Home Address of President: _____
_____

Name and Home Address of Secretary: _____
_____

Name and Home Address of Treasurer:
_____

_____

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BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the CIty of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation cluded as page 17 of this Bid Booklet.

The bidder hereby affirms that is has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:

10. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;

2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

BID FORM

PROJECT ID: HL82125VR

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the total bid price in figures.

A. LUMP SUM PRICE - Total price for all labor and material for all required work, excluding items (B) & (C) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price for Material Sold and Delivered		Total Price For Labor		
$_____	+	$_____	Total Price for Item A=	$_____

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications) **$15,000.00**

C. AMOUNT for Unit Prices (from page 13-1) for extra work items _____

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL) $_____

BIDDER'S SIGNATURE AND AFFIDAVIT

* **SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 17) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors".** _____ **Yes** _____ **No**

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

_____
Attest: Secretary of Corporate Bidder
(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public

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Unit Price Schedule

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item C - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
040140	1	Existing marble paneling repair - patching and filling of cracks.	300	SF		
040140	2	Replacement of damaged stone panels	400	SF		

Total Amount of Unit Price Work _____ *

* Insert Total amount of Unit Price Work on line C of Bid Form

Note: All quantities are approximate

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BID FORM (TO BE NOTARIZED)

****

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
____ day of _____, _____

_____
Notary Public

****

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:
I am a member of _____ the firm described in and which executed the foregoing bid. subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
____ day of _____, _____

_____
Notary Public

****

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:
I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____.
I have knowledge of the several matters therein stated, and they are in all respects true.

_____
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
____ day of _____, _____

_____
Notary Public

AFFIRMATION

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

_____

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: _____

Address: _____

City: _____ State: _____ Zip Code: _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

☐ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

☐ C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature:

Title: _____

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

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

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

NOTICE TO BIDDERS

SUBMISSION: The Bidder must, at the time of the bid, submit the completed form on the next page ("BIDDER'S IDENTIFICATION OF SUBCONTRACTORS"). This form must be submitted in a separate, sealed envelope (BID ENVELOPE #2). Failure to do so will result in the disqualification of the bid as non-responsive.

****

Please be advised that pursuant to GML § 101(5) the Bidder is required to submit with its bid the names of subcontractors it intends to use to perform the following work on this contract, as well as the agreed-upon amount to be paid to each:

- plumbing and gas fitting;
- steam heating, hot water heating, ventilating and air conditioning apparatus; and
- electric wiring and standard illuminating fixtures.

NOTE: This project may not involve all of the above listed subcontractors. Please see the form on the next page which indicates the subcontractors required for this Project.

All listed subcontractors must be used to perform the work identified on this form for the amount listed. The listed subcontractors are not alternatives to each other. The list of subcontractors is to be submiited in a separate sealed envelope by completing the form 'Bidders Identification of Subcontractors' for any subcontractors intended to be used in any of the three trades listed above. If bidder intends to use its own forces for any of the above listed work, bidder should complete this form using its own name.

Failure to submit the completed form on the next page ("Bidder's Identification of Subcontractors") that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

PLEASE NOTE: for any contract that is subject to M/WBE Participation Goals under Local Law 129, if the bidder's intention to use its own forces to do any of the above-referenced work would result in Bidder's failure to attain the Target Subcontracting Percentage identified in Schedule B (Subcontractor Utilization Plaan), the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Schedule B, Part III) in advance of bid submission. Failure to submit the completed 'BIDDERS IDENTIFICATION OF SUBCONTRACTORS' form that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

After the low bid is announced, the sealed list submitted by the low bidder will be opened and the names of the subcontractors will be announced. The sealed lists of subcontractors submitted by all other bidders shall be maintained by the Agency unopened unless such bidder shall become the low bidder (e.g., the initial low bidder is found non-responsive). All unopened lists of subcontractors shall be returned to the bidders unopened after contract award, unless the bidder has given the agency permission to shred the form.

After bid submission, any change of subcontractor or agreed-upon amount to be paid to each shall require approval of the Agency upon a showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in project material costs, a change to subcontractor status as determined pursuant to §222 (2)(e) of the Labor Law, or if the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: HL82125VR

SUBMISSION: In addition to its Bid (Bid Envelope # 1), the Bidder must, at the time of the bid, complete and submit this form in a separate, sealed envelope (Bid Envelope # 2). To complete this form, the Bidder must identify the subcontractors it intends to use for the work listed below, as well as the dollar amount to be paid to each subcontractor. Failure to complete this form and submit it in a separate, sealed envelope will result in the disqualification of the bid as non-responsive.

The Bidder intends to use the following subcontractors. If the Bidder intends to do any of the work referenced below with its own forces, the Bidder should complete this form using its own name. If multiple subcontractors for any trade are proposed, Bidder may submit multiple copies of this form.

1. **PLUMBING CONTRACTOR:**

_____
(Print Name)

Agreed amont to be paid Subcontractor: $ _____

Description of Plumbing Work:

_____

_____

_____

2. **HVAC CONTRACTOR:**

_____
(Print Name)

Agreed amont to be paid Subcontractor: $ _____

Description of HVAC Work:

_____

_____

_____

3. **ELECTRICAL CONTRACTOR:**

_____
(Print Name)

Agreed amont to be paid Subcontractor: $ _____

Description of Electrical Work:

_____

_____

_____

BIDDER'S SIGNATURE: The Bidder must sign and complete this form in the spaces provided below:

_____
(Bidder's Signature) (Print Name)

_____
(Address)

_____
(Title) (Phone #) (Fax#) (Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of _____

_____

($_____), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

_____

_____

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

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BID BREAKDOWN

Submission: Bidders are advised that the requirement to submit a Bid Breakdown applies to each contract for which an "X" is indicated before the word "Yes". If required, the bidder must submit, with its bid, a completed Bid Breakdown. Failure to provide a completed Bid Breakdown may result in rejection of the bid as non-responsive.

X	YES		NO

Limitations on Use of Bid Breakdown:

Bidders are advised that the Bid Breakdown shall be used for bid analysis purposes only and shall not be binding for any other purposes under the Contract, including, without limitation, for payment purposes or in connection with a contractor claim for extra work. If the form for the Bid Breakdown does not include an item of work required by the Contract Documents, such omission shall have no effect whatsoever, nor shall it be used by the contractor in connection with a claim for extra work (i.e., work for which the contractor is entitled to a change order).

Instructions for Preparing Bid Breakdown:

(A) The Bid Breakdown is set forth on the following pages of this Bid Booklet and is in accordance with the Construction Specification Institute (CSI) format. For all items of work listed in the Bid Breakdown, the bidder must indicate the price for labor and the price for material, as well as the estimated quantities required.

(B) In preparing its Bid Breakdown, the bidder shall submit prices that include all costs for overhead and profit. Overhead shall include, without limitation, all costs in connection with the following: administration, management, superintendence, small tools, insurance, bonds, and provision of services or items required by the General Conditions [except for Security/Fire Guard Services and Temporary Heat]. If the Project requires Security/Fire Guard Services and/or Temporary Heat, such service(s) will be included as separate line items in the Bid Breakdown.

(C) If an item is set forth in the Bid Breakdown, but is not included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to leave the item blank and exclude the cost of the item from its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items left blank.

(D) If an item is not set forth in the Bid Breakdown, but is included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to add the item to its Bid Breakdown and include the cost of the item in its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items added.

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
Division 1	**GENERAL REQUIREMENTS**							
010000	**MOBILIZATION**		LS					
	Subtotal							
Division 2	**EXISTING CONDITIONS**							
024119	**Selective Demolition**							
	TEMPORARY PROTECTION:							
	TEMPORARY BLANK-OFF HVAC OPENING		LOC					
	REMOVE PANTRY CABINETS		LS					
	REMOVE MILLWORK (COUNTERS, GLASS)		LF					
	REMOVE PARTITIONS		SF					
	REMOVE PARTITIONS / DIVIDERS AT MILLWORK		LF					
	REMOVE DOORS:							
	CLOSET - SINGLE		EA					
	CLOSET - DOUBLE		PR					
	WALL DOORS - SINGLE		EA					
	REMOVE CEILING:							
	ACT		SF					
	GWB SOFFIT CEILING		SF					
	GWB SOFFIT		SF					
	REMOVE FLOORING - VCT		SF					
	REMOVE SADDLES		LOC					
	REMOVE DRYWALL FURRING		SF					
	SAW CUT AND REMOVE TRAVERTINE PANELS		SF					
	REMOVE STONE PORTAL		LF					
	REMOVE METAL DOOR FRAME		LOC					
	DISMANTLE MARBLE PANELS, STORE FOR REINSTALLATION		SF					
	REMOVE GLASS AND FRAME		LOC					
	REMOVE ST. STEEL DISPENSER		EA					

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	REMOVE MARBLE STAND		EA					
	REMOVE MARBLE SADDLE @ TOILET		EA					
	REMOVE CERAMIC FLOORING		SF					
	REMOVE TOILET PARTITIONS		EA					
	REMOVE WAINSCOT FROM TOILET WALLS		SF					
	SAW CUT AND REMOVE PARTITION @ TOILET		SF					
	FIRE PROTECTION:							
	REMOVE EXISTING SPRINKLER PIPE W/ SPRINKLER HEADS		LS					
	PIPE CUT AND CAP (Included above)							
	MISC. DEMOLITION (INCL. CARTING AND DISPOSAL) (Included above)							
	PLUMBING:							
	REMOVE EXISTING DRINKING FOUNTAIN		EA					
	REMOVE EXISTING WC(4) U(2) LAV(2)		EA					
	PIPE CUT AND CAP		EA					
	HVAC:							
	REMOVE EXISTING RETURN FAN W/ ASSOC. CONTROL		EA					
	REMOVE EXISTING AIR HANDLER W/ ASSOC. CONTROL		EA					
	REMOVE EXISTING CONTROL PANEL		EA					
	REMOVE EXISTING STEAM COIL W/ ASSOC. CONTROL		EA					
	REMOVE EXISTING DUCTWORK W/ ASSOC. AD, VAV, PLENUM, DAMPERS		LF					
	REMOVE EXISTING PIPE		LF					
	REMOVE CONTROL VALVE & STEAM TRAP @ EXISTING RADIATORS		EA					
	DUCT CUT AND CAP		EA					
	PIPE CUT AND CAP		EA					
	MISC. DEMOLITION (INCL. CARTING AND DISPOSAL)		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
028213	**Asbestos Abatement**							
	ASBESTOS ABATEMENT		LS					
	Subtotal							
Division 3	**CONCRETE**							
035416	**Hydraulic Cement Underlayment**							
	PREPAIR FLOOR FOR VCT TILE INSTALLATION BY HYDRAULIC CEMENT UNDERLAYMENT		SF					
	PATCH AND REPAIR FLOOR FOR PORCELANE TILE INSTALLATION		SF					
	MISCELLANEOUS PATCHING WORK		LS					
	Subtotal							
Division 4	**MASONRY**							
040140	**Interior Stone Restoration**							
	REINSTALL SALVAGED MARBLE PANELS		SF					
	REPAIR DAMAGES TO MARBLE PANELS @ COLUMNS		SF					
	Subtotal							
Division 5	**METALS**							
051200	**Structural Steel**							
	DUNNAGE:							
	STEEL TUBES		LBS					
	STEEL BEAMS		LBS					
	STEEL ANGLES		LBS					
	STEEL POSTS ANGLES)		LBS					
	STEEL BRACING (ANGLES)		LBS					
	STEEL GRATING 1/4" X 3/16"		SF					
	STEEL PLATES (KICK AND SUPPORT)		LBS					
	STEEL PIPE / POST RAILING		LF					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
055000	**Metal Fabrications**							
	NEW TUBE/ANGLE/PLATE JUMB @ MAIN ENTRANCE		LF					
	NEW STEEL SADDLE @ METAL DOORS		LOC					
	NEW 12" ST. STEEL RACEWAY		LF					
	MISCELLANEOUS STEEL SUPPORTS (ANGLES, PLATES, ANCHORS, ETC.)		LS					
	Subtotal							
055819	**Heating Unit Covers**							
	METAL RADIATOR COVER		LOC					
	Subtotal							
057300	**Decorative Metal Railings**							
	RESTORE EXISTING METAL RAILING		LF					
	Subtotal							
057500	**Decorative Formed Metal**							
	CUSTOM CPU ENCLOSURES KIOSK		EA					
	Subtotal							
Division 6	**WOODS AND PLASTICS**							
061053	**Miscellaneous Rough Carpentry**							
	BLOCKING AND NAILING		LS					
	Subtotal							
064113	**Wood-Veneer-Faced Architectural Woodwork (Included w/ 066116)**							

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Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
064116	**Plastic Laminate-Faced Architectural Cabinets**							
	NEW BUILT-IN P.LAM. BASE AND WALL CABINETS AT PANTRY		LF					
	PRELAMINATED BASE CABINET W/SINK @ PANTRY		LF					
	PRELAMINATED WALL CABINET @ PANTRY		LF					
	MISCELLANEOUS MILLWORK		LS					
	Subtotal							
066116	**Solid Surfacing Fabrications**							
	TRANSACTION COUNTER:							
	SOLID SURFACE COUNTER - 12" W, CONVENIENCE SHELF - 8" W, TRANSACTION WINDOW, WOOD VENEER PANEL, PL. LAM FINISH ON PLYWOOD REMOVABLE PANEL		LF					
	1/2" CLEAR TEMPERED GLASS AT COUNTER		SF					
	Subtotal							
066550	**Solid Polymer Fabrications (Included w/ 064116, 066116)**							
Division 7	**THERMAL AND MOISTURE PROTECTION**							
078413	**Penetration Firestopping**							
	PENETRATION FIRESTOPPING		LF					
	Subtotal							
079200	**Joint Sealants**							
	MISCELLANEOUS THERMAL & MOISTURE PROTECTION		LS					
	Subtotal							
Division 8	**OPENINGS**							
080671	**Door Hardware Schedule (Included w/ 081113)**							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
081113	**Hollow Metal Doors and Frames**							
	H.M. DOOR / FRAME / HARDWARE - (2) 84" X 36" (SWINGING)- NON RATED		PR					
	H.M. DOOR / FRAME / HARDWARE - 84" X 36" (NONE RATED) - SINGLE		EA					
	H.M. DOOR / FRAME / HARDWARE W/VIS. PANEL (1 1/2 HR RATED) - SINGLE		EA					
	H.M. DOOR / FRAME / HARDWARE (1 1/2 HR RATED) 84" X 36" - SINGLE		EA					
	Subtotal							
083323	**Overhead Coiling Doors**							
	ROLL DOWN ST. STEEL SHUTTER 9' X 2'		SET					
	Subtotal							
084226	**All-Glass Entrances**							
	GLASS DOOR / FRAME / HARDWARE - (2) 84" X 34" (NON RATED)		PR					
	BRONZE TRIMMED OPNG 10-1/2" X 6" AT GLASS DOOR		EA					
	Subtotal							
087100	**Door Hardware (Included w/ 081113)**							
087400	**Access Control Hardware (Included w/ 084226)**							
088000	**Glazing**							
	WINDOW INFILL 36" X 15" (2 HR RATED)		LOC					
	Subtotal							
Division 9	**FINISHES**							
092216	**Non-Structural Metal Framing (Included w/ 092900)**							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
092900	**Gypsum Board**							
	NEW INTERIOR (1) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - NONE RATED (TYPE-1)		SF					
	NEW INTERIOR (1) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - 1 HR RATED (TYPE-10)		SF					
	NEW INTERIOR (2) LAYER ONE SIDE 5/8" GWB ON 2-1/2" METAL STUDS AND (1) LAYER 1" SHAFT LINER WITH INSULATION - 2 HR RATED (TYPE-21)		SF					
	NEW INTERIOR (2) LAYER EACH SIDE 5/8" GWB ON 3-5/8" METAL STUDS WITH INSULATION - 1 HR RATED (TYPE-2) @ TOILET		SF					
	FURRED-OUT 5/8" GWB ON 2-1/2" METAL STUDS OVER EXISTING (TYPE 62)		SF					
	5/8" GWB SOFFIT W/ACCESSORIES @ LIGHT COVE CEILING		SF					
	5/8" GWB SOFFIT @ WINDOW POCKETS		SF					
	4 MIL. THICK ALUMINUM COMP. PANEL SOFFIT / CLOUD CEILING - 3' WIDE WITH SUSPENSION SYSTEM (DET.2 / A-102A)		SF					
	4 MIL. ALUMINUM COMP. PANEL SOFFIT / LIGHT COVE CEILING - 2' WIDE		SF					
	PATCH AND REPAIR CEILING @ TOILET		SF					
	Subtotal							
093013	**Ceramic Tiling**							
	NEW PORCELAIN FLOOR TILE (INCL. WATERPROOFING)		SF					
	PORCELANE TILE WALLS @ TOILET		SF					
	PORCELANE TILE BASE		LF					
	Subtotal							
095113	**Acoustical Panel Ceilings**							
	ACT CEILING		SF					
	Subtotal							

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Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
096519	**Resilient Tile Flooring**							
	NEW VCT FLOOR		SF					
	RUBBER BASE 4"		LF					
	Subtotal							
096623	**Epoxy-Terrazzo Floor**							
	NEW POURED TERRAZZO FLOORING		SF					
	TERRAZZO BASE 4"		LF					
	Subtotal							
097200	**Wall Covering**							
	VINYL WALL COVERING		SF					
	Subtotal							
099123	**Interior Painting**							
	PATCH EXIST. FLOORING, CLEAN AND POLISH		SF					
	PATCH AND PAINT EXIST. WALLS		SF					
	PAINT NEW WALLS		SF					
	PAINT GWB SOFFIT/CEILING		SF					
	PAINT STEEL MEMBERS		LS					
	PAINT DOORS		LVS					
	REFURBISH DRINKING FOUNTAIN		LS					
	MISCELLANEOUS FINISHES		LS					
	Subtotal							
Division 10	**SPECIALTIES**							
102813	**Electric Hand Dryer**							
	ELECTRIC HAND DRYER		EA					
	Subtotal							

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102813.13	**Commercial Toilet Accessories**							
	MIRROR 24" X 36"		EA					
	TOILET PAPER HOLDER		EA					
	GRAB BARS		SET					
	MISCELLANEOUS SPECIALTIES		LS					
	Subtotal							
104413	**Fire Extinguisher Cabinets**							
	NEW WALL-MOUNTED FIRE EXTINGUISHER W/ BRACKET		EA					
	Subtotal							
Division 12	**FURNISHING**							
122413	**Roller Window Shades**							
	WINDOW SHADES (MANUAL)		LOC					
	NEW INTERIOR SIGNAGE		LS					
	Subtotal							
123623	**Plastic-Laminate-Clad Countertops (Included w/ 064116)**							
Division 21	**FIRE SUPPRESSION**							
210500	**General Fire Suppression Requirements**							
	SYSTEM DRAIN DOWN AND FILL		LS					
	DESIGN CALCULATION		LS					
	CLEAN, FLUSH AND TEST		LS					
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING		LS					
	PAINTING OF MAIN LOOP PIPE		LF					
	SEISMIC RESTRAINTS / MISC. SYSTEM SUPPORTS		LS					
	MISCELLANEOUS		LS					
	Subtotal							

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Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
210503	**Pipes and Tubes for Fire Suppression Piping and Equipment**							
	3" DIA PIPE SCH-40		LF					
	2 1/2" DIA PIPE SCH-40		LF					
	2" DIA PIPE SCH-40		LF					
	1 1/2" DIA PIPE SCH-40		LF					
	1 1/4" DIA PIPE SCH-40		LF					
	1" DIA PIPE SCH-40		LF					
	1" DIA DRAIN DOWN PIPE SCH-40		LF					
	TIE-IN PIPE		EA					
	SYSTEM ID, LABELS AND COLOR CODING		LS					
	Subtotal							
210504	**Valves for Fire Suppression**							
	FLOOR CONTROL VALVE ASSEMBLY IN CABINET		EA					
	Subtotal							
210505	**Hangers, Supports and Anchors for Fire Suppression Systems (Included w/ 210503)**							
211313	**Wet-Pipe Sprinkler Systems**							
	CONSEALED SPRINKLER HEAD		EA					
	UPRIGHT / PENDENT SPRINKLER HEAD		EA					
	Subtotal							
Division 22	**PLUMBING**							
220500	**General Plumbing Equipments**							
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING		LS					
	CLEAN, FLUSH AND TEST		LS					
	DISTRIBUTION (FIXTURE AND PIPE)		LS					
	MISCELLANEOUS		LS					
	Subtotal							

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Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
220503	**Pipes and Tubes for Plumbing Piping and Equipment**							
	DOMESTIC WATER							
	1/2" DIA		LF					
	TIE-IN PIPE		EA					
	TIE-IN PIPE @ DRINKING FOUNTAIN		EA					
	SANITARY WASTE AND VENT							
	2" DIA AND SMALLER		LF					
	CLEAN OUT		EA					
	FUNNEL DRAIN		EA					
	TIE-IN PIPE		EA					
	TIE-IN PIPE @ DRINKING FOUNTAIN		EA					
	Subtotal							
220523	**General-Duty Valves for Plumbing Piping**							
	VALVES AND SPECIALTIES		LS					
	Subtotal							
220529	**Hangers and Supports for Plumbing Piping and Equipment**							
	MISC. PIPE SUPPORTS		LS					
	Subtotal							
220553	**Identification for Plumbing Piping and Equipment**							
	SYSTEM ID / VALVE TAGS		LS					
	Subtotal							
220700	**Plumbing Insulation**							
	PIPE INSULATION		LF					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
224000	**Plumbing Fixtures**							
	PANTRY SINK		EA					
	ADA WATER CLOSET FLOOR MOUNTED (PIPE INCLUDED)		EA					
	WALL MOUNTED LAVATORY (PIPE INCLUDED)		EA					
	DRINKING FOUNTAIN		EA					
	FIXTURE ROUGH-IN		EA					
	Subtotal							
Division 23	HVAC							
230500	**General Mechanical Requirements**							
	TEMPORARY HEAT		LS					
	Subtotal							
230501	**Scope of HVAC Work**							
	CORE DRILL, CUTTING, PATCHING AND FIRE STOPPING		LS					
	CLEAN, FLUSH AND TEST (PIPING SYSTEMS)		LS					
	SHOP COORDINATION DRAWINGS		LS					
	EQUIPMENT HANDLING AND MATERIAL DISTRIBUTION		LS					
	SYSTEM START-UP AND COMMISSION		LS					
	MISCELLANEOUS		LS					
	Subtotal							
230503	**Pipes and Tubes for HVAC Piping and Equipment**							
	STEAM PIPE							
	2" DIA		LF					
	1" DIA		LF					
	TIE-IN PIPE		EA					
	STEAM TRAP		EA					
	ISOLATION DANFOSS VALVE		EA					
	MISC. PIPE, INSULATION, TIE-IN'S @ REINSTALL STEAM TRAPS		LS					
	CONDENSATE DRAIN PIPE 1/2" - 3/4" DIA		LF					

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	HOOK-UP EQUIPMENT:							
	AIR HANDLER / CONDENSING UNIT		UNIT					
	SPLIT SYSTEM AC UNIT		UNIT					
	FAN		EA					
	CONDENSATE DRAIN PUMP CP-1 AND CP-2		EA					
	Subtotal							
230513	**Common Motor Requirements for HVAC Equipment (Included w/ 230514)**							
230514	**Motor Controls**							
	VFD's		LS					
	Subtotal							
230523	**General Duty Valves for HVAC Piping**							
	VALVE AND SPECIALTIES (ALL SYSTEMS)		LS					
	Subtotal							
230529	**Hangers and Supports for HVAC Piping and Equipment**							
	MISC. EQUIPMENT, DUCT AND PIPE SUPPORTS		LS					
	Subtotal							
230548	**Noise and Vibration Controls for HVAC Piping and Equipment**							
	VIBRATION ISOLATION / SEISMIC		LS					
	Subtotal							
230549	**Seismic Provisions and Seismic Restraints**							
	SEISMIC PROVISIONS AND SEISMIC RESTRAINTS		LS					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
230553	**Identification for HVAC Piping and Equipment**							
	SYSTEM ID / VALVE TAGS		LS					
	Subtotal							
230593	**Testing, Adjusting, and Balancing for HVAC**							
	TEST AND BALANCE		LS					
	Subtotal							
230700	**HVAC Insulation**							
	STEAM PIPE		LF					
	REFRIGERANT PIPE		LF					
	CONDENSATE DRAIN PIPE		LF					
	1" DUCT INSULATION		SF					
	2" DUCT INSULATION		SF					
	WEATHER PROOF JACKET @ OUTDOOR PIPING		LS					
	1" ACOUSTICAL LINING		SF					
	2" ACOUSTICAL LINING		SF					
	Subtotal							
230900	**Instrumentation and Control for HVAC**							
	SYSTEM CONTROLS INCLUSIVE OF THE FOLLOWING:		LS					
	AIR HANDLER / CONDENSING UNIT							
	SPLIT SYSTEM AC UNIT							
	FAN							
	CONDENSATE DRAIN PUMP							
	FD / AD							
	MD							
	VAV BOX							
	CARBON DIOXIDE SENSOR							
	THERMOSTAT							
	DDC TEMPERATURE SENSOR							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	BSM CONTROL PANEL							
	DDC CONTROL PANEL							
	MISC. SENSORS							
	CONTROL VALVE @ STEAM RADIATOR							
	MISC. CONTROL REQUIREMENTS							
	CONTROL POINTS SHOWN ON CONTROL DIAGRAM AS OF 12/7/2013							
	Subtotal							
230923	**Direct Digital Control Systems for HVAC (Included w/ 230900)**							
230993	**Sequence of Operations for HVAC Controls (Included w/ 230900)**							
232213	**Steam and Condensate Heating Piping (Included w/ 230503)**							
232216	**Steam and Condensate Piping Specialties (Included w/ 230503)**							
232300	**Refrigerant Piping**							
	REFRIGERANT PIPE		LF					
	Subtotal							
233100	**HVAC Ducts and Casings**							
	GALVANIZED STEEL DUCT (INCL. PLENUM)		LBS					
	DRAIN PAN		EA					
	Subtotal							
233300	**Air Duct Accessories**							
	EDH DUCT MOUNTED		UNIT					
	VOLUME DAMPER		EA					
	WMS @ LOUVERS		SF					
	FD / AD		SF					

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	TRANSFER DUCT W/ ACCUSTIC LINING PREFABRICATED		EA					
	MD		SF					
	BACKDRAFT DAMPER		SF					
	DUCT SMOKE DETECTOR HOUSING - INSTALL ONLY		EA					
	FLEXIBLE CONNECTION (EQUIPMENT)		LS					
	SOUND TRAP @ VAV BOX		BOX					
	SILENSER		EA					
	LOUVER		LS					
	MISC. SHEETMETAL REQUIREMENTS		LS					
	Subtotal							
233400	**HVAC Fans**							
	TF-1 - 200 CFM		EA					
	RF-1 - 7500 CFM		EA					
	Subtotal							
233600	**Air Terminal Units**							
	VAV BOX - 1785 - 1955 CFM		EA					
	VAV BOX - 800 - 1270 CFM		EA					
	Subtotal							
233700	**Air Outlets and Inlets**							
	AIR DEVICE		EA					
	Subtotal							
234000	**HVAC Air Cleaning Devices (Included w/ 238126)**							
236313	**Air-Cooled Refrigerant Condensers (Included w/ 238126)**							
237300	**Indoor Central-Station Air-Handling Units (Included w/ 238126)**							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
238126	**Split-System Air-Conditioners**							
	AHU-1 / CU-1 - 25 TONS (INCL. FILTER)		UNIT					
	SPLIT SYSTEM AC UNIT CRAC-1 - 1 TON		UNIT					
	Subtotal							
Division 26	ELECTRICAL							
260500	**General Electrical Requirements**							
	MISCELLANEOUS		LS					
	CUT & SAFE OFF (DEMOLITION)		SF					
	TEMP POWER & LIGHT		SF					
	Subtotal							
260502	**Inspection and Tests (Included w/ 260500)**							
260519	**Low-Voltage Electrical Power Conductors and Cables**							
	12 AWG (LIGHTING DEVICES)		LF					
	12 AWG (BRANCH)		LF					
	12 AWG (LIGHTING)		LF					
	12 AWG (SECURITY)		LF					
	12 AWG (FIRE ALARM)		LF					
	10 AWG (MECHANICAL)		LF					
	6 AWG (MECHANICAL)		LF					
	4 AWG (MECHANICAL)		LF					
	3/0 AWG (MECHANICAL)		LF					
	250 MCM (MECHANICAL)		LF					
	Subtotal							
260526	**Grounding and Bonding for Electrical Systems**							
	GROUND BAR		EA					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
260529	**Hangers and Supports for Electrical Systems (Included w/ 260533)**							
260533	**Raceways and Boxes for Electrical Systems**							
	3/4" CONDUIT (LIGHTING DEVICES)		LF					
	3/4" CONDUIT (BRANCH)		LF					
	3/4" CONDUIT (LIGHTING)		LF					
	3/4" CONDUIT (SECURITY)		LF					
	3/4" CONDUIT (FIRE ALARM)		LF					
	3/4" CONDUIT (MECHANICAL)		LF					
	3/4" CONDUIT (DATA / COM)		LF					
	3/4" CONDUIT (SECURITY)		LF					
	1" CONDUIT (MECHANICAL)		LF					
	2" CONDUIT (MECHANICAL)		LF					
	2 1/2" CONDUIT (MECHANICAL)		LF					
	Subtotal							
260553	**Identification for Electrical Systems (Included w/ 260500)**							
260943	**Lighting Control System**							
	SINGLE POLE SWITCHES		EA					
	THREE WAY SWITCHES		EA					
	VACANCY SENSORS		EA					
	Subtotal							
262416	**Panelboards**							
	LIGHTING CONTROL PANEL		EA					
	REWORK EXISTNG BOARDS		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
262726	**Wiring Devices**							
	DUPLEX REC		EA					
	QUAD REC		EA					
	GFCI REC		EA					
	W/P GFCI REC		EA					
	L6-30R		EA					
	HAND DRYERS		EA					
	AUTO FLUSH (FBO)		EA					
	4 BUTTON SWITCH		EA					
	Subtotal							
262813	**Fuses (Included w/ 262819)**							
262819	**Enclosed Switches**							
	VARIABLE FREQUENCY DRIVES		EA					
	VAV'S		EA					
	MOTORIZED DAMERS		EA					
	CONTROL PANELS		EA					
	TOILET EXHAUST FANS		EA					
	CRAC UNITS		EA					
	RETURN FANS		EA					
	CRACC UNITS		EA					
	AIR HANDLING UNITS		EA					
	ELECTRIC DUCT HEATER		EA					
	CONDENSING UNIT		EA					
	Subtotal							
265000	**Interior Luminaires**							
	FIXTURE TYPE L1		EA					
	FIXTURE TYPE L2		EA					
	FIXTURE TYPE L2A		EA					
	FIXTURE TYPE L3		LF					

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	FIXTURE TYPE L4		EA					
	FIXTURE TYPE L5		EA					
	FIXTURE TYPE L6		EA					
	EXIT SIGNS		EA					
	Subtotal							
Division 28	**ELECTRONIC SAFETY AND SECURITY**							
283100	**Fire Detection and Alarm System**							
	PULL STATIONS		EA					
	SMOKE DETECTORS		EA					
	DUCT DETECTORS		EA					
	HORN STROBE UNITS		EA					
	TAMPER SWITCHES		EA					
	WATER FLOW SWITCHES		EA					
	PROGRAMMING & ENGINEERING		LS					
	Subtotal							
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK							

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ATTACHEMENT 1 – BID INFORMATION
PROJECT ID: HL8215VR

DESCRIPTION AND LOCATION OF WORK:

125 Worth Street, 1st Floor DOHMH Vital Records
125 Worth Street
New York, NY 10013
E-PIN: 85015B0003 / DDC PIN: 8502015HL0001C

DOCUMENTS AVAILABLE AT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue – First Floor, Long Island City, NY 11101

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before: **WEDNESDAY, NOVEMBER 12, 2014**
BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section (located behind Security Desk)
30-30 Thomson Avenue – First Floor, Long Island City, NY 11101

BID OPENING:

PLACE OF BID OPENING:	**Department of Design and Construction** **Contract Section** **30-30 Thomson Avenue – First Floor** **Long Island City, NY 11101**
DATE AND HOUR:	**WEDNESDAY, NOVEMBER 12, 2014 @ 2:00 pm**
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID CONFERENCE:

PLACE	**DOHMH Vital Records** **125 Worth Street, Conference Room #315** **New York, NY 10013** **Photo ID is required to enter building. Do not bring tools or items sensitive to Security Screening**
DATE AND HOUR	**TUESDAY, OCTOBER 28, 2014 AT 10:00AM**
MANDATORY OR OPTIONAL	**OPTIONAL**

BID SECURITY:

Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than $ 1,000,000.00.

(1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
(2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.

PERFORMANCE AND PAYMENT SECURITY:

Required for Contracts in excess of $1,000,000.00. Performance and Payment Security shall each be in an amount equal to 100% of the Contract Price

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue – First Floor, Long Island City, Queens, NY 11101
Telephone (718) 391-2200 or (718) 391-3430 Fax: (718) 391-2615

BID BOOKLET
PART B

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SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less

_____ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction		
Residential Building Construction		
Nonresidential Building Construction		
Heavy Construction, except building		
Highway and Street Construction		
Heavy Construction, except highways		
Plumbing, Heating, HVAC		
Painting and Paper Hanging		
Electrical Work		
Masonry, Stonework and Plastering		
Carpentry and Floor Work		
Roofing, Siding, and Sheet Metal		
Concrete Work		
Specialty Trade Contracting		
Asbestos Abatement		
Other (specify)		
_____	_____	_____

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

_____ YES _____ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

_____ YES _____ NO Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

___YES ___NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____, _____, _____

___YES ___NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

___YES ___NO Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

DDC Project Number(s): _____, _____, _____

Date: _____ By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

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Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information which must be submitted.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

****

(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth on pages 28 through 30 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

(2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(D) **Project Specific Information**: If required, the bidder must submit the project specific information described below:

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

(4) Description of work expected to be subcontracted, and to what firms, if known.
(5) List of key material suppliers.
(6) Preliminary bar chart time schedule
(7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
(8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

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OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

To be completed if the contract is less than $1,000,000

Contractor: _____

Address: _____

_____

Telephone Number: _____

Name and Title of Signatory: _____

_____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

_____

_____

_____

I, (fill in name of person signing) _____, hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than $1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

_____ _____
Date Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

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VENDEX COMPLIANCE

(A) Vendex Fees: Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175 per Vendor Name Check review. For contracts with an estimated value of greater than $1,000,000, the fee will be $350 per Vendor Name Check review.

(B) Confirmation of Vendex Compliance: The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).

Certificate of No Change Form

NYC
Mayor's Office of Contract Services

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1			
2			
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

_____ _____ _____
Notary Public *County License Issued* *License Number*

Sworn to before me on: _____
Date

DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).

Certificate of No Change Form

NYC
Mayor's Office of Contract Services

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1			
2			
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

_____
Name (Print)

_____
Title

_____
Name of Submitting Entity

_____ _____
Signature *Date*

Notarized By:

_____ _____ _____
Notary Public *County License Issued* *License Number*

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[*Please Check One*]

BIDDER'S CERTIFICATION

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

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

Dated: _____, New York
_____, 20 __

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

Sworn to before me this
_____ day of_____, 20____

_____
Notary Public

Dated:

CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

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

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise
___Women Owned Business Enterprise
___Disadvantaged Business Enterprise
___Locally Based Business Enterprise
___Emerging Business Enterprise

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

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

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

5. Are you a Union contractor? Yes ____ No ____ If yes, please list which local(s) you affiliated with _____

6. Are you a Veteran owned company? Yes ____ No ____

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

8. _____
Company Name

9. _____
Company Address and Zip Code

10. _____
Chief Operating Officer Telephone Number

11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")

12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____ Contracting Agency (City Agency)

(b) _____ Contract Amount

(c) _____ Procurement Identification Number (PIN)

(d) _____ Contract Registration Number (CT#)

(e) _____ Projected Commencement Date

(f) _____ Projected Completion Date

(g) Description and location of proposed contract:

_____

_____

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

_____

_____

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

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

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

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

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

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

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

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

_____
_____

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

If yes, is the medical examination given:

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

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

_____
_____

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

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

_____
_____

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

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

_____

_____

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

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

_____

_____

SIGNATURE PAGE

I, (print name of authorized official signing)_____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

_____
Contractor's Name

_____
Name of person who prepared this Employment Report Title

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

_____
Telephone Number

_____
Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

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

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

2. If yes, complete the chart below.

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

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

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

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT										

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM B: PROJECTED WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female (Col. #6 – 10):

_____

MALES

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

FEMALES

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

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

_____

_____

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

MALES

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

FEMALES

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

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT										

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

_____

_____

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FMS ID: **HL82125VR**

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS
30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: **125 Worth Street**
BOROUGH: **New York 10013**
CITY OF NEW YORK

Contractor

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

PROJECT ID: HL82125VR

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 2 OF 3

PROJECT LABOR AGREEMENT
INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
SCHEDULE OF PREVAILING WAGES
GENERAL CONDITIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR THE PROJECT

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: 125 Worth Street
BOROUGH: New York 10013
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

DOHMH

Loring Consulting Engineers

Date: June 30, 2014

5-005

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
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VOLUME 2 OF 3

PROJECT LABOR AGREEMENT
INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
SCHEDULE OF PREVAILING WAGES
GENERAL CONDITIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR THE PROJECT

NOTICE TO BIDDERS

Please be advised the Project Labor Agreement (PLA) attached and incorporated in this Invitation for Bids has been extended to apply to contracts let prior to December 31, 2014, including this contract. Other than extending the expiration date, all other terms of the PLA continue to apply in full force and effect.

NOTICE:

THIS CONTRACT IS NOT SUBJECT TO THE REQUIREMENTS OF THE WICKS LAW FOR SEPARATE PRIME CONTRACTORS

This contract is subject to a Project Labor Agreement ("PLA"). In accordance with the Labor Law, the requirements of the Wicks Law for separate prime contractors do not apply to any project that is covered by a PLA. Accordingly, the requirements of the Wicks Law for separate prime contractors do not apply to this Project. However, the Contract Documents for this Project (General Conditions, Drawings and Specifications) were prepared as if the requirements of the Wicks Law for separate prime contractors did apply. To correct this situation, the bidder is advised that the Contract Documents are revised as set forth below.

(A) Delete any and all references to separate responsibilities, separate specifications, separate drawings and/or separate contracts for the four subdivisions of the work listed below:

- General Construction Work (Contract No. 1)
- Plumbing Work (Contract No. 2)
- HVAC & Fire Protection Work (Contract No. 3)
- Electrical Work (Contract No. 4)

(B) Revise all such references to indicate that:

- The Project consists of a single contract, the Contract for General Construction Work.
- All responsibilities and obligations in the Contract Documents assigned to the separate Contractors for the four subdivisions of the work listed above are the responsibility of the Contractor for General Construction Work.
- The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents, including all responsibilities and obligations assigned to the separate Contractors for the four subdivisions of the work listed above.

(C) Revise any and all references to Contacts Nos. 2, 3 and 4 to refer to Contract No. 1.

(D) Revise the specifications for plumbing work to require Contractor for General Construction Work to engage a Licensed Plumber to perform the required plumbing work.

(E) Revise the specifications for electrical work to require Contractor for General Construction Work to engage a Licensed Electrician to perform the required electrical work.

NOTICE:

THIS CONTRACT IS SUBJECT TO A PROJECT LABOR AGREEMENT

This contract is subject to the attached Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated Local Unions. By submitting a bid, the Contractor agrees that if awarded the Contract the PLA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the attached Letter of Assent prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the PLA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the attached Letter of Assent prior to such subcontractors performing any work on the Project. Bidders are advised that the City of New York and City agencies have entered into multiple PLAs. The terms of each PLA, while similar, are not identical. All bidders should carefully read the entire PLA that governs this Contract.

To the extent that the terms of the PLA conflict with any other terms of the invitation for bids, including the Standard Construction Contract, the terms of the PLA shall govern. For example, the PLA section that authorizes the scheduling of a four-day work, ten hours per day on straight time at the commencement of the job, PLA Article 12, section 1, overrides the Standard Construction Contract's provision concerning a five-day work week with a maximum of eight hours in a day, Standard Construction Contract Article 37.2.1. Where, however, the invitation for bids, including the Standard Construction Contract, requires the approval of the City/Department, the PLA does not supersede or eliminate that requirement.

In addition to the various provisions regarding work rules, Contractors should take special note of the requirement that Contractors and Subcontractors make payments to designated employee benefit funds. See PLA Article 11, Section 2. The PLA also contains provisions for what occurs when a contractor or a subcontractor fails to make required payments into the benefit funds, including potentially the direct payment by the City to the benefit fund of monies owed and corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

This Contract is subject to the apprenticeship requirements of Labor Law §222 and to apprenticeship requirements established by the Department pursuant to Labor Law §816-b. Please be advised that the involved trades have apprenticeship programs that meet the statutory requirements of Labor Law 222(e) and the requirements set by the Department pursuant to Labor Law §816-b, contractors and subcontractors who agree to perform the Work pursuant to the PLA are participating in such apprenticeship programs within the meaning of Labor Law §222(e) and the Department's directive.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B entitled the "Subcontractor Utilization Plan", and are detailed in a separate Notice to Prospective Contractors included with this bid package. If such requirements are included with this Contract, the City strongly advises Contractors to read those provisions, as well as PLA Article 4, Section 2(C), carefully. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available on computer disk from the Department's Contract Officer upon the request of any prospective bidder. Please note that the "PLA Schedule A" is distinct from the Department's Schedule A that is a part of this invitation for bids.

A contact list for the participating unions is set forth after the FAQs.

Below are answers to frequently asked questions (FAQs) about this PLA:

Q1. Does a contractor need to be signatory with the unions in the NYC Building and Construction Trades Council in order to bid on projects under the PLA?

A. No, any contractor may bid by signing and agreeing to the terms of the PLA. The contractor need not be signatory with these unions by any other labor agreement or for any other project.

Q2. Does a contractor agreeing to the PLA and signing the Letter of Assent create a labor agreement with these unions outside of the project covered by the PLA?

A. No, the PLA applies only to those projects that the Contractor agrees to perform under the PLA and makes no labor agreement beyond those projects.

Q3. Does the PLA affect the subcontractors that a bidder may utilize on the project?

A. Subject to the Department's approval of subcontractors pursuant to Article 17 of the Standard Construction Contract, a contractor may use any subcontractor, union or non-union, as long as the subcontractor signs and agrees to the terms of the PLA.

Q4. Are bidders required to submit Letters of Assent signed by proposed subcontractors with their bid in order to be found responsive?

A. No, bidders do not have to submit signed Letters of Assent from their subcontractors with their bid. Subcontractors, however, will be required to sign the letter of Assent prior to being approved by the Department.

Q5. May a contractor or subcontractor use any of its existing employees to perform this work?

A. Generally labor will be referred to the contractor from the respective signatory local unions. See PLA Article 4. However, contractors and subcontractors may continue to use up to 12% of their existing, qualifying labor force for this work, in accordance with the terms of PLA Article 4, Section 2B. Certified MWBEs for which participation goals are set pursuant to NYC Administrative Code §6-129 that are not signatory to any Schedule A CBAs may use their existing employees for the 2nd, 4th , 6th and 8th employee needed on the job if their contracts are valued at or under $500,000. For contracts valued at above $500,000 but under $1,000,000, such certified MWBEs may use their own employees for the 2nd, 5th and 8th employees needed on the job in accordance with the provisions of PLA Article 4, Section 2C. If additional workers are needed by these MWBEs, the additional workers will be referred to the contractor from the signatory local unions subject to the contractor's right to meet 12% of the additional needs with its existing, qualifying employees.

Q6. Must the City set MWBE participation goals for the particular project or contract in order for a certified MWBE to utilize the provisions of PLA Article 4, Section 2C?

A. No. PLA Article 4, Section 2(C) specifies what categories of MWBEs are eligible to take advantage of this provision (i.e., those MWBEs for which the City is authorized to set participation goals under §6-129). For purposes of section 2(C), it is not necessary for the project to be subject to §6-129 or for the City to have actually set participation goals for the particular contract or project. The result is the same where a projects receives State funding and therefore is subject to the requirements of Article 15-A of the Executive Law.

Q7. May a contractor bring in union members from locals that are not signatory unions?

A. Referrals will be from the respective signatory locals and/or locals listed in schedule A of the PLA. Contractors may utilize 'traveler provisions' contained in the local collective bargaining agreements (local CBAs) where such provisions exist and/or in accordance with the provisions of PLA Article 4, Section 2.

Q8. Does a non-union employee working under the PLA automatically become a union member?

A. No, the non-union employee does not automatically become a union member by working on a project covered by the PLA. Non-union employees working under the PLA are subject to the union security provisions (i.e., union dues/agency shop fees) of the local CBAs while on the project. These employees will be enrolled in the appropriate benefit plans and earn credit toward various union benefit programs. See PLA Article 4, Section 6 and Article 11.

Q9. Are all contractors and subcontractors working under the PLA, including non-union contractors and contractors signatory to collective bargaining agreements with locals other than those that are signatories to the PLA, required to make contributions to designated employee benefit funds?

A. Contractors and subcontractors working under the PLA will be required to contribute on behalf of all employees covered by the PLA to established jointly trusteed employee benefit funds designated in the Schedule A CBAs and required to be paid on public works under any applicable prevailing wage law. See PLA Article 11, Section 2. The Agency may withhold from amounts due the contractor any amounts required to be paid, but not actually paid into any such fund by the contractor or a subcontractor. See PLA Article 11, Section 2 C.

Q10. What happens if a contractor or subcontractor fails to make a required payment to a designated employee benefit fund?

A. The PLA sets forth a process for unions to address a contractor or a subcontractor's failure to make required payments. The process includes potentially the direct payment by the City to the benefit fund of monies owed and the corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2. The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

Q11. Does signing on to the PLA satisfy the Apprenticeship Requirements established for this bid?

A. Yes. By agreeing to perform the Work subject to the PLA, the bidder demonstrates compliance with the apprenticeship requirements imposed by this invitation for Bids.

Q12. Does the PLA provide a standard work day across all the signatory trades?

A. Yes, all signatory trades will work an eight (8) hour day, Monday through Friday with a day shift at straight time as the standard work week. The PLA also permits a contractor to schedule a four day [within Monday through Friday] work week, ten (10) hours per day at straight time if announced at the commencement of the project. See PLA Article 12, Section 1. This is an example where the terms of the PLA override provisions of the Standard Construction Contract (compare with section 37.2 of the Standard Construction Contract).

Q13. Does the PLA create a common holiday schedule for all the signatory trades?

A. Yes, the PLA recognizes eight (8) common holidays. See PLA Article 12, Section 4.

Q14. Does the PLA provide for a standard policy for 'shift work' across all signatory trades?

A. Yes, second and third shifts may be worked with a standard 5% premium pay. In addition, a day shift does not have to be scheduled in order to work the second and third shifts at the 1.05 hourly pay rate. See PLA Article 12, Section 3.

Q15. May the Contractor schedule overtime work, including work on a weekend?

A. Yes, the PLA permits the Contractor to schedule overtime work, including work on the weekends. See PLA Article 12, Sections 2, 3, and 5. To the extent that the Agency's approval is required before a Contractor may schedule or be paid for overtime, that approval is still required notwithstanding the PLA language.

Q16. Are overtime payments affected by the PLA?

A. Yes, all overtime pay incurred Monday through Saturday will be at time and one half (1 ½). There will be no stacking or pyramiding of overtime pay under any circumstances. See PLA Article 12, Section 2. Sunday and holiday overtime will be paid according to each trades CBA.

Q17. Are there special provisions for Saturday work when a day is 'lost' during the week due to weather, power failure or other emergency?

A. Yes, when this occurs the Contractor may schedule Saturday work at weekday rates. See PLA Article 12, Section 5.

Q18. Does the PLA contain special provisions for the manning of Temporary Services?

A. Yes. Where temporary services are required by specific request of the agency or construction manager, they shall be provided by the contractor's existing employees during working hours in which a shift is scheduled for employees of the contractor. The need for temporary services during non-working hours will be determined by the agency or construction manager. There will be no stacking of trades on temporary services. See PLA Article 15.

Q19. What do the workers get paid when work is terminated early in a day due to inclement weather or otherwise cut short of 8 hours?

A. The PLA provides that employees who report to work pursuant to regular schedule and not given work will be paid two hours of straight time. Work terminated early for severe weather or emergency conditions will be paid only for time actually worked. In other instances where work is terminated early, the worker will be paid for a full day. See PLA Article 12, Sections 6 and 8.

Q20. Should a local collective bargaining agreement [local CBA] expire during the project will a work stoppage occur on a project subject to the PLA?

A. No. All the signatory unions are bound by the 'no strike' agreement as to the PLA work. Work will continue under the PLA and the otherwise expired local CBA(s) until the new local CBA(s) are negotiated and in effect. See PLA Articles 7 and 19.

Q21. May a contractor working under the PLA be subject to a strike or other boycott activity by a signatory union at another site while the contractor is a signatory to the PLA?

A. Yes. The PLA applies ONLY to work under the PLA and does not regulate labor relations at other sites even if those sites are in close proximity to PLA work.

Q22. If a contractor has worked under other PLAs in the New York City area, are the provisions in this PLA generally the same as the others?

A. While Project Labor Agreements often look similar to each other, and particular clauses are often used in multiple agreements, each PLA is a unique document and should be examined accordingly.

Q23. What happens if a dispute occurs between the contractor and an employee during the project?

A. The PLA contains a grievance and arbitration process to resolve disputes between the contractor and the employees. See PLA Article 9.

Q24. What happens if there is a dispute between locals as to which local gets to provide employees for a particular project or a particular aspect of a project?

A. The PLA provides for jurisdictional disputes to be resolved in accordance with the NY Plan. See PLA Article 10. A copy of the NY Plan is available upon request from the Department. The PLA provides that work is not to be disrupted or interrupted pending the resolution of any jurisdictional dispute. The work proceeds as assigned by the contractor until the dispute is resolved. See PLA Article 10, Section 3.

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PROJECT LABOR AGREEMENT

COVERING SPECIFIED

RENOVATION & REHABILITATION OF CITY OWNED BUILDINGS AND STRUCTURES

TABLE OF CONTENTS

PROJECT LABOR AGREEMENT COVERING SPECIFIED RENOVATION & REHABILITATION OF NEW YORK CITY OWNED FACILITIES & STRUCTURES

ARTICLE 1 - PREAMBLE

WHEREAS, the City of New York desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work ("Program Work," as defined in Article 3) for Fiscal Years 2010 - 2014 in a manner designed to afford the lowest costs to the Agencies covered by this Agreement, and the Public it represents, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

(2) expediting the construction process and otherwise minimizing the disruption to the covered Agencies' ongoing operations at the facilities that are the subject of the Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of the Program Work;

(4) standardizing the terms and conditions governing the employment of labor on the Program Work;

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(8) ensuring a reliable source of skilled and experienced labor; and

(9) securing applicable New York State Labor Law exemptions.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the City in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by the City of New York, on behalf of itself and the Agencies covered herein, including in their capacity as construction manager of covered projects and/or on behalf of any third party construction manager which may be utilized, and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") (on behalf of itself) and the signatory affiliated Local Union's ("Unions" or "Local Unions"). The Council and each signatory Local Union hereby warrants and represents that it has been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as "Union(s)" or "Local Unions"; the term "Contractor(s)" shall include any Construction Manager, General Contractor and all other

contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3; "Agency" means the following New York City agencies: the Department for the Aging (DFTA), Administration for Children's Services (ACS), Department of Citywide Administrative Services (DCAS), Department of Corrections (DOC), Department of Design and Construction (DDC), Fire Department (FDNY), Department of Homeless Services (DHS), Human Resources Administration (HRA), Department of Health and Mental Hygiene (DOHMH), Department of Parks and Recreation (DPR), Police Department (NYPD); Department of Sanitation (DSNY); the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the "Agency"; when an Agency acts as Construction Manager, unless otherwise provided, it has the rights and obligations of a "Construction Manager" in addition to the rights and obligations of an Agency; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council"; and the work covered by this Agreement (as defined in Article 3) is referred to as "Program Work."

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the mayor of the City of New York or his designee.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work

falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the applicable Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part, except that Program Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 and/or the Teamsters Local 282 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15 and Teamsters Local 282. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding on this Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and

Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AGENCY

The Agency (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Agency (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Agency or Construction Manager in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the Agency or Construction Manager has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any Program.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Program Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by an Agency (or its Construction Manager where applicable) after the effective date of this Agreement with respect to rehabilitation and renovation work performed for an Agency on City-owned property under contracts let prior to June 30, 2014. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, repair, alteration, rehabilitation or expansion of an existing City-owned building or structure within the five boroughs of New York City. Examples of Program Work include, but are not limited to, the renovation, repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in the City on a City-owned building. This Program Work shall also include JOCS contracts, demolition work, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such building rehabilitation of City-owned buildings or structures.

It is understood that Program Work does not include, and this Project Labor Agreement shall not apply to, any other work, including:

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after June 30, 2014;

2. Contracts procured on an emergency basis;

3. Small purchases (purchases not more than $100,000) awarded pursuant to New York City Charter §314, New York City Charter § 316 and New York City Procurement Policy Board Rules §3-08;

4. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;

5. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;

6. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;

7. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, e.g. a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this agreement; and

8. Contracts for installation of information technology that are not otherwise Program Work.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to June 30, 2014, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

A. Superintendents, supervisors (excluding general and forepersons

specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B.. Employees of the Agency, New York City, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the Program site while covered Program Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Program site, except to the extent they are lawfully included in the bargaining unit of a Schedule A agreement;

D. Employees of the Construction Manager (except that in the event the Agency engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Agency, or any of the Agency's other professional consultants, and such laboratory, testing, inspection or surveying firm; and

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work but

which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Agency (including in its capacity as Construction Manager) or any Contractor. The Agreement shall further not apply to any New York City or other municipal or State agency, authority, or entity other than a listed Agency and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Agency (or Construction Manager) for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions area collective bargaining agreements. Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and

(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same

basis.

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set pursuant to New York City Administrative Code §6-129, that are not signatory to any Schedule A CBAs, with contracts valued at or under five hundred thousand ($500,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) employee, who have applied to the Local for Program Work and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and

(3) were on the Contractor's active payroll for at least 60 out of the 180 work days prior to the contract award.

For such contracts valued at above $500,000 but less than $1 million, the Local will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2(B), above.

D. Where a certified MWBE Contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals

shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4: MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Agency's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Program Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Program Work. No employee shall be discriminated against at any Program Work site because of the employee's union membership or lack thereof. In the case of

unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Work site.

SECTION 2. STEWARDS

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Construction Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right

to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests,

or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule A Agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule A clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in

the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work site. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the

Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify J.J. Pierson or Richard Adelman; who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor,

Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to

this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Program Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the

Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trusteed employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agree to be bound by the written terms of the legally established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement

requires such benefit payments.

C. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

D. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union and/or fringe benefit fund claims to be due it, and deposit such amount when and so withheld in a separate interest-bearing account pending resolution of the dispute pursuant to the union's Schedule A agreement, and the amount so deposited together with the interest thereon shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or fringe benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

E. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on

the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

B. In accordance with Program needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8 hour day, and up to 7:30 p.m. for a 10 hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a contractor may schedule a four day work week, 10 hours per day at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work over eight (8) hours in a day where 5/8s is scheduled or for work over ten (10) hours in a day where 4/10s is scheduled and over forty (40) hours in a week, at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule A. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager, and must be scheduled with not less than five work days notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there

shall be a 5% shift premium. No other premium or other payments for such work shall be required unless such work is in excess of 40 hours in the week. All employees within a classification performing Program Work will be paid at the same wage rate regardless of the shift or work scheduled work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. SATURDAY MAKE-UP DAYS

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day and such

time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½) . The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Program Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts or which provides for staggered lunch periods within a craft or trade. If an employee is

required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women and Helmets to Hardhats.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for this Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services, i.e. all temporary heat, water, power and light, shall only be required upon the specific request of the Agency or Construction Manager, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a

shift is scheduled for employees of this Contractor. The Agency or Construction Manager may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is

for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and

on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of Program funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost). In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Agency and Construction Manager in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An ADR program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

Section 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY

BY: Mary LaBarbera
Gary LaBarbera
President

FOR NEW YORK CITY

BY: _____
Michael R. Bloomberg
Mayor

APPROVED AS TO FORM:

_____
ACTING CORPORATION COUNSEL
NEW YORK CITY

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY

BY: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY: _____
Michael R. Bloomberg
Mayor

APPROVED AS TO FORM:

_____
ACTING CORPORATION COUNSEL
NEW YORK CITY

DEC 16 2009

List of Signatory Unions

Blasterers and Drillers Local #29

Bricklayers Local No. 1

Boiler Makers Local No. 5

Carpenters District Council

Cement Masons No. 780

Derrickmen and Riggers Union No. 197

Concrete Workers District Council No. 16, including Cement and Concrete Workers Nos. 6-A, 18-A, and 20

Electrical Local No. 3

Drywall Tapers 1974

Elevator Constructors No. 1

Heat & Frost Insulators Local Union No. 12A

Heat & Frost Insulators Local Union No. 12

Iron Workers No. 40

Iron Workers District Council

Laborers Local No. 78 Asbestos & Lead Abatement

Iron Workers No. 361

Laborers Construction and General Building No. 79

Laborers Local 731

Lathers Metallic Local No. 46

Local Union 8A Glaziers No. 1281

Mason Tenders District Council

Metal Polishers DC 9

Painters District Council No. 9

Painters Structural Steel No. 806

Ornamental Iron Workers No. 580

Plasters Local Union No. 262

Pavers & Road Builders District Council No. 1

Plumbers No. 1

Sheet Metal Workers Local No. 28

Roofers & Waterproofers No. 8

Sheet Metal Workers Local No. 137

Steamfitters Local Union No. 638; including Metal Trades Division

Teamsters Local Union 813

Teamsters Local Union 814

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

PLA Schedule A

The following Collective Bargaining Agreements, as this Schedule may be amended from time to time in accordance with the Agreement, constitute Schedule A:

(1) Agreement between the Boilermakers Association of Greater New York, Inc. and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO, Lodge No. 5, September 1, 2006 - December 31, 2009.

(2) Agreement between Association of Cement and Concrete Contractors of New York, Inc. and Cement and Concrete Workers comprised of Local No. 6A, Local No. 18A, Local No. 20 and the Employer, July 1, 2008 - June 30, 2011.

(3) Agreement between the Cement League and the District Council of Cement and Concrete Workers; Comprised of Local No. 6A, Local No. 18A, Local No. 20; July 1, 2008 - June 30, 2011.

(4) Agreement between the Cement League and the United Cement Masons' Union Local No. 780, Clarified & Extended from October 23, 1940 to June 30, 2011.

(5) Building Construction agreement between the Building Contractors Association, Inc. and the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, July 1, 2006 - June 30, 2011.

(6) General Contractors Association - Carpenters 2006; Agreement Between Members of the General Contractors Association of New York, Inc. and the District Council of Carpenters of New York City and Vicinity, July 1, 2006 - June 30, 2011.

(7) Trade Agreement between Drywall Tapers and Pointers of Greater New York Local Union 1974, affiliated with International Union of Painters and Allied Trades, AFL-CIO and Drywall Taping Contractors' Association of Greater New York and the Association of Wall-Ceiling & Carpentry Industry of New York, Inc., September 6, 2006 - June 28, 2011; Independent Agreement between Local Union 1974 and Employer.

(8) Agreement between Allied Building Metal Industries, Inc. and Local Union Nos. 40 and 361 of the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers AFL-CIO, July 1, 2008 – June 30, 2014.

(9) Agreement between Independent Contractors and Local #46 Metallic Lathers Union and Reinforcing Ironworkers of New York and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, July 1, 2008 - June 30, 2014.

(10) Agreement of Working Conditions between the Independent Insulation Contractors Association of New York City Inc. and the International Association of Heat and Frost Insulators and Asbestos Workers Local No. 12 of New York City, 2008-2014.

(11) Mason Tenders District Council of Greater New York Master Independent Collective Bargaining Agreement, 2008-2011.

(12) Trade Agreement between District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and the Association of Master Painters and Decorators of New York, Inc. and the Association of Wall, Ceiling & Carpentry Industries of New York, Inc. and the Window and Plate Glass Dealers Association, May 1, 2005 - April 30, 2011.

(13) Trade Agreement between Enterprise Association Local Union 638 and Mechanical Contractors Association of New York, Inc., July 1, 2008 - June 30, 2011.

(14) Agreement between Allied Building Metal Industries Inc. and Architectural and Ornamental Iron Workers Local Union No. 580 AFL-CIO; July 1, 2008 – June 30, 2011.

(15) Official Working Agreement between Service Contractors Division of the Mechanical Contractors Association of New York and Enterprise Association Metal Trades Branch Local Union 638, July 1, 2007 - June 30, 2010.

(16) Agreement between Association of Contracting Plumbers of the City of New York, Inc. and Local Union No 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, July 1, 2007 - June 30, 2010.

(17) Agreement and Working Rules between New York Electrical Contractors Association, Inc. and the Association of Electrical Contractors, Inc. and Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO, May 10, 2007 – May 13, 2010.

(18) Official Working Agreement between Service Contractors Division of the Mechanical Contractors Association of New York, Inc. and Enterprise Association Metal Trades Branch Local Union 638, Refrigeration, Air Conditioning, Air Cooling, Oil Burner and Stoker Service and Maintenance Technicians, July 1, 2007 – June 30, 2010.

(19) Structural Steel and Bridge Painters of Greater New York, Local Union No. 806, District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO, CLC and New York Structural Steel Painting Contractors Association, Inc.; Collective Bargaining Agreement, October 1, 2005 - September 30, 2011.

(20) Trade Agreement between United Derrickmen & Riggers Association, Local No. 197 of New York, All long Island, Westchester and Vicinity and Building Stone and Pre-Case Contractors Association, 2008.

(21) Agreement between the Greater New York and New Jersey Tile Contractors Association, Inc., and the Tile Setters and Tile Finishers Union of New York and New Jersey, Local Union No. 7 of the International Union of Bricklayers and Allied Craftworkers, June 8, 2009 – June 2, 2013.

(22) Agreement between The Building Contractors Association, Inc. and International Union of Operating Engineers Local 15 and 15 A, July 1, 2006-June 30, 2011.

(23) Agreement dated as of July 1, 2006 between Building Contractors Association and International Union of Operating Engineers Local 14-14B, July 1, 2006-June 30,2011.

(24) Agreement Between The Building Contractors Association, Inc. and International Union of Operating Engineers Local 15D affiliated with the AFL-CIO, July 1, 2006-June 30, 2011.

(25) Local 282 International Brotherhood of Teamsters High Rise Contract, Building Contractors Association and Independents, 2008-2013.

(26) Building, Concrete, Excavation & Common Laborers Union Local No. 731 Independent Agreement, July 1, 2006-June 30, 2012.

(27) March 17, 2009 Agreement between ThyssenKrupp Elevator Corp. and International Union of Elevator Constructors, Local 1 of NY and NJ, 2009-2014.

(28) Working Agreement Local Union No. 8 United Union of Roofers, Waterproofers and Allied Workers and Roofing and Waterproofing Contractor's Association of New York and Vicinity, July 1, 2009-June 30, 2011.

(29) Standard Form Collective Bargaining Agreement between Sheet Metal Workers' International Association Local Union #137 and the Greater New York Sign Association, July 16, 2007 – July 15, 2010.

(30) Trade Agreement between ____ and Local No. 1 New York of the International Union of Bricklayers and Allied Craftworkers, July 1, 2008 – July 30, 2011.

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STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- ***Provide a full days work for a full days pay;***
- ***Safely work towards the timely completion of the job;***
- ***Arrive to work on time and work until the contractual quitting time;***
- ***Adhere to contractual lunch and break times;***
- ***Promote a drug and alcohol free work site;***
- ***Work in accordance with all applicable safety rules and procedures;***
- ***Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;***
- ***Respect management directives that are safe, reasonable and legitimate;***
- ***Respect the rights of co-workers;***
- ***Respect the property rights of the owner, management and contractors.***

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- ***Management adherence to the collective bargaining agreements;***
- ***Communication and cooperation with the trade foremen and stewards;***
- ***Efficient, safe and sanitary management of the job site;***
- ***Efficient job scheduling to mitigate and minimize unproductive time;***
- ***Efficient and adequate staffing by properly trained employees by trade;***
- ***Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;***
- ***Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner***
- ***Promote job site dispute resolution and leadership skills to mitigate such disputes;***
- ***Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.***

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Project Labor Agreement - - Letter of Assent

Dear:

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules; Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as _____ and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:

(2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Program Work and as required by the PLA.

(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.

(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.

(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Dated: _____

_____
(Name of Contractor or subcontractor)

_____
(Name of CM; GC; Contractor or Higher Level Subcontractor)

_____
(Authorized Officer & Title)

_____
(Address)

_____
(Phone) (Fax)

Contractor's State License #_____

Sworn to before me this
____ day of _____, 2009

_____
Notary Public

NOTICE TO CONTRACTORS
CONTRACTS SUBJECT TO A NYC PROJECT LABOR AGREEMENT (PLA)

Contractors are reminded:

1. All subcontractors, prior to request for agency approval, must sign the PLA Letter of Assent [Article 2, Section 8] and that the Letter of Assent must accompany the request for agency approval.

2. Contractors and all subcontractors must provide certified payrolls as required by NYS Labor Law 220 and in Article 37 of the Standard Construction Contract using the form issued by the NYC Comptroller. The words '**Project under [Renovation or New Construction or DEP] PLA**' must be marked at either the top or the bottom of each form to avoid confusion by auditors and/or other compliance oversight agencies.

3. Pursuant to all NYC PLAs, there is a union referral system related to hiring [Article 4, Section 2].

4. Any person working in a trade capacity under a PLA, whether for the contractor or a subcontractor, that is not a member of the affiliated Building Trades Unions, must be registered with the appropriate union benefit fund [Article 11, Section 2]; and are subject to an agency shop fee [Article 4, Section 6].

5. NYS DOL maximum permitted apprentice ratios apply. Contractors and subcontractors should contact the appropriate unions as to the availability of apprentices [Article 13].

6. In the event of a grievance [Article 7, Section 4 and/or Article 9 Sections 1 and 3] that requires a second step notification, **and for this purpose only**, the 'construction manager/agency representative is: [Place name and contact info of the Project Executive of the CM firm when applicable. For 'in house' construction managed project consult with senior agency officials and MOCS OR name John C. Spavins, NYC Mayor's Office of Contract Services, 253 Broadway 9th Floor, NY, NY 10007 jspavins@cityhall.nyc.gov 212-442-6360.]

The following procedures are to be followed by all contractors and subcontractors to assist Labor/Management Committee [Article 8] and to insure compliance with Articles 4, 5 and 11:

1. Whenever workers of a particular local union first arrive at the project site, the contractor is to identify whether these workers are working directly for the contractor or a subcontractor and report [for entry into the project log]—the total number of trade workers—the number that are union members and the number

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that are agency shop fee payers—when applicable. This entry should also note the number of apprentices—when applicable and the name of the union local shop steward.

2. The notification [for entry into project log] to the project manager/resident engineer of any union official visitation to the site.

3. The notification [for entry into project log] to the project manager/resident engineer of any change in union stewards on the project.

4. That a 'trade worker census' is to be done the first week of every month during active construction by the contractor and given to the project manager/resident engineer for project records. This census is to include all of the information listed in item #1 above as well as a further breakdown of any agency shop dues payers as to whether these workers are under being employed pursuant to: Article 4, Section 2 A [Non availability of union referrals]; Article 4, Section 2 B [" 12%"]; Article 4 Sections B and C [Special provisions for certified MWBE]; Article 4, Section 4 [Non availability of union referrals related to minority and women employment goals when applicable].

Contractor Note: The agency directives as to daily or shift trade worker counts remain in effect as do all other contractor employee reporting requirements.

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NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
(2) The Contract Drawings and Specifications
(3) The General Conditions, the General Requirements and the Special Conditions, if any
(4) The Contract
(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error pr unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;
(2) Award to a New York City bidder;
(3) Award to a certified New York State small, minority or woman-owned business bidder;
(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.

(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.

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

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;
(2) a bank certified check or money order;
(3) obligations of the City of New York; or
(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at http://www.fms.treas.gov/c570/index.html, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and
(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,
(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
(i) The names, address and telephone numbers of LBE firms that are contacted;
(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
(iii) Documentation showing that no reasonable price can be obtained from LBE firms;
(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- New York City Construction Codes, Title 28
- NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- New York State Department of Labor Industrial Code Rule 753
- NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

I. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazard, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QACS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

Director - Quality Assurance and Construction Safety (QACS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer / Construction Project Manager / Construction Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

A. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.

- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

The Site Safety Plan shall apply to all Contractor and subcontractor operations, and shall have at a minimum, the following elements. Each element shall be described in a separate section in the written document. It may be necessary to modify the basic format for certain unique or high-risk projects (such as tunnels or high-rise construction). The basic elements are as follows:

1. Responsibility and Organization: Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.

2. Communication: Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.

3. Job Hazard Assessment: A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.

4. Accident/Exposure Investigation: Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.

5. Hazard Correction: Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards

6. Training: Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection
- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

A. Reviewing the safety issues detailed in the contract.
B. Reviewing the Site Safety Plan.
C. Reviewing any new issues or information that was not previously addressed.
D. Discussing planned inspections and audits of the site by DDC personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.

B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.

C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.

E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.

F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which will be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

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CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

December 2013

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

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CHAPTER XI (CONT'D)
MISCELLANEOUS PROVISIONS

WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I
THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner of the Agency that is entering into this Contract, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23**"Notice to Proceed" or "Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

2.1.32 **"Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 **"Substantial Completion"** shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II
THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications,** and **Addenda,** the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications,** and **Addenda,** the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

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

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 *et seq*. In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**'s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor.**

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract. The Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer, Architect,** or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III
TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in the **Notice to Proceed** or the **Order to Work. TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the **Project** schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.

11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of**

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer,** and may be post-audited by the **Comptroller** and/or the **Agency.**

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work, Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project.** In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors.**

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against

the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

> 12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

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

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

> 13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

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

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

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

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

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

13.8 Application for Extension of Time:

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

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

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

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

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

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

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

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

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

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

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

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the Engineer shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

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

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1] For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract.** If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not requite a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right

to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner**'s address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project)** against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller**

shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI
CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the

item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article

25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the

Comptroller any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall

include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller.**

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution
Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with

respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract**
and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII
LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor, Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO, ACCO, Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color 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;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** 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 Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-**h** of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX
PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

> 43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

> 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X
CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or
if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other**

Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI
MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand

($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered Two.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum of: two million three hundred sixty thousand five hundred dollars Dollars, ($ 2,360,500.00), this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to

which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications of types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation**

Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER

ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which

requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission**. The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: _____
Deputy Commissioner

CONTRACTOR: XBR Inc.

By: _____
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

(Where Contractor is a Corporation, add):
Attest:

_____
Secretary

(Seal)

_____

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of KINGS ss:

On this 24 day of APRIL, before me personally came PETER LAMBRAKIS to me known, who, being by me duly sworn did depose and say that he resides at 5763 256 ST LITTLE NECK N.Y. 11362 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 27 day of April 2015, before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX DATED
BUDGET DIRECTOR'S CERTIFICATE NO. DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Two million three hundred sixty thousand and five hundred dollars

Dollars ($2,360,500.00

is chargeable to the fund of the Department of Design and Construction entitled Code

_____

_____

_____
Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____ _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

_____
Comptroller

MAYOR'S CERTIFICATE OR CERTIFICATE OF THE DIRECTOR OF THE BUDGET

<u>Performance Bond #1 (Pages 90 to 93)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

_____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

_____

_____

_____

($_____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

_____

_____

_____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #1 (Pages 90 to 93): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

Bond #EAIC011600304

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we,

X.B.R., Inc.

35-12 19th Avenue, Suite 2E

Astoria, NY 11105

hereinafter referred to as the "Principal", and

Endurance American Insurance Company

750 Third Avenue, 2nd Floor

New York, NY 10017

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Two Million Three Hundred and Sixty Thousand Five Hundred and 00/100 Dollars

($ 2,360,500.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HL82125VR E-PIN: 85015B0003001 DDC PIN: 8502015HL0001C

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

Borough of Manhattan, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

<u>Performance Bond #1 (Pages 90 to 93)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

<u>Performance Bond #1 (Pages 90 to 93)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 22nd day of April, 2015.

(Seal) X.B.R., Inc. (L.S.)
Principal
By: _____

(Seal) Endurance American Insurance Company
Surety
By: _____
Fern Perry, Attorney-in-Fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 90 to 93): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of QUEENS ss:

On this 23RD day of APRIL, 2015, before me personally came PETER LAMBRAKIS to me known, who, being by me duly sworn did depose and say that he resides at 5763 256TH STREET LITTLE NECK, NY 11362 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 01/03/2019

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * * *

Affix Acknowledgments and Justification of Sureties

SEAN MICHAEL BROWDEN
Notary Public, State of New York
No. 01BR6133960
Qualified in Queens County
My Commission Expires _____

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On April 22, 2015 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Endurance American Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Peter Henry

Notary Public
Peter Henry
Notary Public State of NY
No. 01HE4784829
Qualified in Nassau County
Commission Expires January 31, 2018

ENDURANCE AMERICAN INSURANCE COMPANY

EAIC011600304
Seal Number: 1

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

ROBERT FINNELL, FERN PERRY, DEBORAH L. SEVERIN, JANICE R. FISCINA, JENNIFER LAURA JOHNSTON-OGEKA, ROSANNE CALLAHAN, PETER HENRY

its true and lawful Attorney(s)-in-fact, at PLAINVIEW in the State of NY and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.28

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
28
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

> RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) MARCH 8TH, 2016.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 9TH day of MARCH, 2015 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... By .....
Alfred N. Wright, Senior Vice President — Ronald Diggs, Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 9TH day of MARCH, 2015 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

.....
Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this day of APR 22 2015.

(Corporate Seal)

.....
Doug Worman, Chief Executive Officer of U.S. Insurance

Any reproductions are void.

ENDURANCE AMERICAN INSURANCE COMPANY
Balance Sheet - Statutory - Basis
December 31, 2014

Assets:		
Bonds	$	300,479,343
Common stocks		90,259,052
Cash		28,823,471
Receivable for securities		7,034,443
Total cash and invested assets		**426,596,309**
Agents' balances or uncollected premiums		611,326,868
Reinsurance recoverable on loss and loss adjustment expense payments		188,836,551
Funds held by or deposited with reinsures companies		12,577,282
Current federal and foreign income tax recoverable		222,552
Investment income due and accrued		1,380,223
Receivables from parent, subsidiaries and affiliates		2,916,663
Total admitted assets	$	**1,243,856,448**
Liabilities:		
Loss and loss adjustment expenses	$	204,125,794
Reinsurance payable on paid loss and loss adjustment expenses		330,820,037
Unearned premiums		78,904,134
Ceded reinsurance premiums payable		357,992,680
Provision for reinsurance		1,037,000
Payable to parent, subsidiaries and affiliates		6,457,166
Payable for securities		14,792,578
Other liabilities		8,525,697
Total liabilities		**1,002,655,086**
Capital and surplus:		
Common capital stock		6,000,000
Gross paid in and contributed surplus		531,153,297
Unassigned funds (surplus)		(295,951,935)
Total capital and surplus		**241,201,362**
Total liabilities and capital and surplus	$	**1,243,856,448**

I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2014 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York.

Stan Osofsky, Treasurer

Subscribed and sworn to before me this 12th day of March, 2015

ROSE CHARLES
Notary Public, State of New York
No. 02CH6172844
Qualified in New York County
My Commission Expires Aug 12, 2015

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

Bond #EAIC011600304

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

X.B.R., Inc.

35-12 19th Avenue, Suite 2E

Astoria, NY 11105

hereinafter referred to as the "Principal", and

Endurance American Insurance Company

750 Third Avenue, 2nd Floor

New York, NY 10017

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Two Million Three Hundred and Sixty Thousand Five Hundred and 00/100 Dollars

($ 2,360,500.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HL82125VR E-PIN: 85015B0003001 DDC PIN: 8502015HL0001C

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

Borough of Manhattan, NY

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so

engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments,waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 22nd day of April, 2015.

(Seal)

X.B.R,, Inc. (L.S.)
Principal

By: _____

(Seal)

Endurance American Insurance Company
Surety

By: _____
Fern Perry, Attorney-in-Fact

(Seal)

_____
Surety

By: _____

(Seal)

_____
Surety

By: _____

(Seal)

_____
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of QUEENS ss:

On this 23RD day of APRIL, 2015 before me personally came PETER LAMBRAKIS to me known, who, being by me duly sworn did depose and say that he resides at 5763 256TH STREET LITTLE NECK, NY 11362 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAN MICHAEL BRONSON
Notary Public - State of New York
NO. 01BR6233990
Qualified in Queens County
My Commission Expires 01/03/2019

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

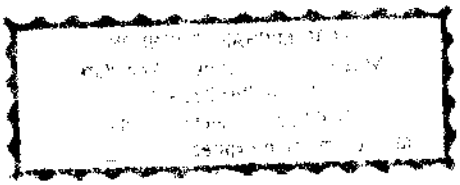
_____

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties



ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On April 22, 2015 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Endurance American Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Peter Henry

Notary Public
Peter Henry
Notary Public State of NY
No. 01HE4784829
Qualified in Nassau County
Commission Expires January 31, 2018

ENDURANCE AMERICAN INSURANCE COMPANY

EAIC011600304
Seal Number: 1

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

ROBERT FINNELL, FERN PERRY, DEBORAH L. SEVERIN, JANICE R. FISCINA, JENNIFER LAURA JOHNSTON-OGEKA, ROSANNE CALLAHAN, PETER HENRY

its true and lawful Attorney(s)-in-fact, at PLAINVIEW in the State of NY and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars ($7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.28

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".
28
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

> RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Time where said attorney(s)-in-fact is authorized to act.) MARCH 8TH, 2016.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 9TH day of MARCH, 2015 at New York, New York.
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST ..... By .....
Alfred N. Wright, Senior Vice President — Ronald Diggs, Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 9TH day of MARCH, 2015 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLERTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

.....
Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this day of APR 22 2015.

(Corporate Seal)

.....
Doug Worman, Chief Executive Officer of U.S. Insurance

Any reproductions are void.

ENDURANCE AMERICAN INSURANCE COMPANY
Balance Sheet - Statutory - Basis
December 31, 2014

Assets:		
Bonds	$	300,479,343
Common stocks		90,259,052
Cash		28,823,471
Receivable for securities		7,034,443
Total cash and invested assets		**426,596,309**
Agents' balances or uncollected premiums		611,326,868
Reinsurance recoverable on loss and loss adjustment expense payments		188,836,551
Funds held by or deposited with reinsured companies		12,577,282
Current federal and foreign income tax recoverable		222,552
Investment income due and accrued		1,380,223
Receivables from parent, subsidiaries and affiliates		2,916,663
Total admitted assets	$	**1,243,856,448**
Liabilities:		
Loss and loss adjustment expenses	$	204,125,794
Reinsurance payable on paid loss and loss adjustment expenses		330,820,037
Unearned premiums		78,904,134
Ceded reinsurance premiums payable		357,992,680
Provision for reinsurance		1,037,000
Payable to parent, subsidiaries and affiliates		6,457,166
Payable for securities		14,792,578
Other liabilities		8,525,697
Total liabilities		**1,002,655,086**
Capital and surplus:		
Common capital stock		6,000,000
Gross paid in and contributed surplus		531,153,297
Unassigned funds (surplus)		(295,951,935)
Total capital and surplus		**241,201,362**
Total liabilities and capital and surplus	$	**1,243,856,448**

I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2014 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York,

Stan Osofsky, Treasurer

Subscribed and sworn to before me this 12th day of March, 2015

ROSE CHARLES
Notary Public, State of New York
No. 02CH6172844
Qualified in New York County
My Commission Expires Aug. 13, 2015

<u>Performance Bond #1 (Pages 90 to 93)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

<u>Performance Bond #1 (Pages 90 to 93)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By:_____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 90 to 93): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ _____that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than $5 Million.

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

_____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

_____

_____

_____

($_____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

_____

_____

_____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than $5 Million.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than $5 Million.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By:_____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than $5 Million.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____ _____; that he/she is the _____ of ____ the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this_____day of _____ 20 _____before me personally came_____ to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

_____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

_____

_____

_____

($_____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

_____

_____

_____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so

engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments,waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal)

_____(L.S.)
Principal

By:_____

(Seal)

_____
Surety

By: _____

(Seal)

_____
Surety

By: _____

(Seal)

_____
Surety

By: _____

(Seal)

_____
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ _____that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties

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LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

TABLE OF CONTENTS

ASBESTOS HANDLER
(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.00
Supplemental Benefit Rate per Hour: $15.45

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.70
Supplemental Benefit Rate per Hour: $39.69

Blaster (Hydraulic)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $46.49
Supplemental Benefit Rate per Hour: $39.69

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.20
Supplemental Benefit Rate per Hour: $39.69

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.44
Supplemental Benefit Rate per Hour: $39.69

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.43
Supplemental Benefit Rate per Hour: $39.69

Blaster - Powder Carriers

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $35.66
Supplemental Benefit Rate per Hour: $39.69

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $34.42
Supplemental Benefit Rate per Hour: $39.69

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $33.69
Supplemental Benefit Rate per Hour: $39.69

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.30
Supplemental Benefit Rate per Hour: $39.69

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:
Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime
Double time the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $50.45
Supplemental Benefit Rate per Hour: $41.31
Supplemental Note: For time and one half overtime - $61.37; For double overtime - $81.43.

Overtime Description
For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents ($0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents ($0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $47.78
Supplemental Benefit Rate per Hour: $28.03

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $49.88
Supplemental Benefit Rate per Hour: $44.10

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $46.12

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.38
Supplemental Benefit Rate per Hour: $26.17
Supplemental Note: $28.92 on Saturdays; $31.67 on Sundays & Holidays

Overtime Description
Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.88
Supplemental Benefit Rate per Hour: $39.80
Supplemental Note: For time and one half overtime - $49.05; For double overtime - $58.30

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $35.71
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.74
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.88
Supplemental Benefit Rate per Hour: $21.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: $21.69

Overtime Description
Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates
The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents ($0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.25
Supplemental Benefit Rate per Hour: $47.81
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $49.23 - For work performed in Staten Island.

Overtime Description
The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct $1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $61.30
Supplemental Benefit Rate per Hour: $46.12

Diver Tender (Marine)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.45
Supplemental Benefit Rate per Hour: $46.12

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $46.12

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.86
Supplemental Benefit Rate per Hour: $40.44
Supplemental Note: Over 40 hours worked: time and one half rate $16.94, double time rate $22.59

Driver - Tractor Trailer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.88
Supplemental Benefit Rate per Hour: $41.70
Supplemental Note: For over 40 hours worked: at time and one half - $15.90; at double time - $21.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.44
Supplemental Benefit Rate per Hour: $41.70
Supplemental Note: Over 40 hours worked: time and one half rate $15.90, double time rate $21.21

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime
Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$36.05**
Supplemental Benefit Rate per Hour: **$38.60**
Supplemental Note: Over 40 hours worked: time and one half rate $13.53, double time rate $18.04

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN
(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.54

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $50.03

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $81.00
Supplemental Benefit Rate per Hour: $53.41

Electrician "A" (Day Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.54

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $81.00
Supplemental Benefit Rate per Hour: $53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $62.19
Supplemental Benefit Rate per Hour: $54.07

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $63.36
Supplemental Benefit Rate per Hour: $56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $93.29
Supplemental Benefit Rate per Hour: $57.97

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $95.04
Supplemental Benefit Rate per Hour: $60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $69.66
Supplemental Benefit Rate per Hour: $59.59

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $70.97
Supplemental Benefit Rate per Hour: $62.78

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $104.49
Supplemental Benefit Rate per Hour: $63.96

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $106.46
Supplemental Benefit Rate per Hour: $67.23

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $23.63. Effective 5/13/2015 - $24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data 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.

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $20.32
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $26.30
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $19.96
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $22.50
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.06

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $20.82
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $26.80
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $20.46
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $23.00
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.56

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data 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.

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $22.01
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $39.45
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $21.61
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $33.75
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $19.47

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $22.54
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $40.20
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $22.14
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $34.50
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $20.00

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $30.40
Supplemental Benefit Rate per Hour: $13.90
Supplemental Note: $12.40 only after 8 hours worked in a day

Overtime Description
Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $49.34

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: $54.00
Supplemental Benefit Rate per Hour: $51.86

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: $40.18
Supplemental Benefit Rate per Hour: $37.73

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: $40.93
Supplemental Benefit Rate per Hour: $39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $34.00

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: $35.05
Supplemental Benefit Rate per Hour: $35.51

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate per Hour: $58.23
Supplemental Benefit Rate per Hour: $29.47

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate per Hour: $59.55
Supplemental Benefit Rate per Hour: $31.07

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $28.78

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate per Hour: $46.92
Supplemental Benefit Rate per Hour: $30.91

Overtime Description

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $61.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $59.24
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.78

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $56.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $58.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $77.30
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Shift Wage Rate: $62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.11
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $53.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.15

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $57.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $53.43

Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.49

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.84
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $65.34

Overtime Description
On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $54.04

Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $51.40
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.31
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Overtime Description
On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates
Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $35.55
Supplemental Benefit Rate per Hour: $17.65

Instrument Person

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $29.41
Supplemental Benefit Rate per Hour: $17.65

Rodperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.54
Supplemental Benefit Rate per Hour: $17.65

Overtime Description
Overtime Benefit Rate - $23.63 per hour (time & one half) $29.95 per hour (double time).
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $55.40
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.10
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $27.96
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $62.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $58.50
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.53
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $30.43
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $67.70
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $70.10
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: 51.75 overtime hours
Shift Wage Rate: $112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $72.34
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $70.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $113.01

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $69.23
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $110.77

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $65.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $53.08
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $84.93

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.18
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $62.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $100.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $57.46
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $91.94

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $44.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $66.45
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $106.32

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $64.34
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $102.94

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $61.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $98.45

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.44
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $66.30

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $58.74
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $93.98

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $59.21
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $94.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $85.00
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $136.00

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $65.76

Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $64.04
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $102.46

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $54.17
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $70.32
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $56.16
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $73.37
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $117.39

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $70.50
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.84
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.85
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $57.82
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.28
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $65.83
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $69.74
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $64.26
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $63.58
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $50.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
For New House Car projects started after 7/1/11 only: Wage Rate per Hour $40.31

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER
(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $49.88
Supplemental Benefit Rate per Hour: $44.10

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $35.09
Supplemental Note: Supplemental Benefit Overtime Rate: $43.59

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate per Hour: $42.85
Supplemental Benefit Rate per Hour: $35.59

Supplemental Note: Supplemental Benefit Overtime Rate: $44.09

Overtime Description
An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime
Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $19.04

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $56.98
Supplemental Benefit Rate per Hour: $34.81

Overtime Description
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of $1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $34.51
Supplemental Benefit Rate per Hour: $25.59

House Wrecker - Tier B

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $19.12

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.70
Supplemental Benefit Rate per Hour: $45.77
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $47.75
Supplemental Benefit Rate per Hour: $65.35
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.85
Supplemental Benefit Rate per Hour: $34.88

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING
(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.75
Supplemental Benefit Rate per Hour: $13.80

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $24.75
Supplemental Benefit Rate per Hour: $13.80

Landscaper (up to 3 years experience)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.25
Supplemental Benefit Rate per Hour: $13.80

Groundperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.25
Supplemental Benefit Rate per Hour: $13.80

Tree Remover / Pruner

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $30.75
Supplemental Benefit Rate per Hour: $13.80

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.75
Supplemental Benefit Rate per Hour: $13.80

Watering - Plant Maintainer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $15.75
Supplemental Benefit Rate per Hour: $13.80

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $50.85
Supplemental Benefit Rate per Hour: $34.21

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $51.15
Supplemental Benefit Rate per Hour: $34.87

Marble Finisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $39.99
Supplemental Benefit Rate per Hour: $33.34

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $40.26
Supplemental Benefit Rate per Hour: $33.90

Marble Polisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $35.96
Supplemental Benefit Rate per Hour: $25.92

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $36.25
Supplemental Benefit Rate per Hour: $26.28

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $26.74

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $34.99
Supplemental Benefit Rate per Hour: $21.10

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $24.18
Supplemental Benefit Rate per Hour: $15.42

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.03
Supplemental Benefit Rate per Hour: $41.07
Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description
Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars ($12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $48.44
Supplemental Benefit Rate per Hour: $50.52

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.23
Supplemental Benefit Rate per Hour: $36.59
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $47.56 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.63
Supplemental Benefit Rate per Hour: $36.57
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $47.54 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.63
Supplemental Benefit Rate per Hour: $36.57
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $47.54per hour.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.15
Supplemental Benefit Rate per Hour: $9.66

Journeyperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $33.62
Supplemental Benefit Rate per Hour: $9.66

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $34.00
Supplemental Benefit Rate per Hour: $12.60
Supplemental Note: Overtime Supplemental Benefit rate - $8.35 New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.00
Supplemental Benefit Rate per Hour: $12.60
Supplemental Note: Overtime Supplemental Benefit rate - $8.35; New Hire Rate (0-3 months) - $0.00

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2014 - 9/30/2014
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $33.58

Effective Period: 10/1/2014 - 6/30/2015
Wage Rate per Hour: $48.75
Supplemental Benefit Rate per Hour: $34.58

Painter - Power Tool

Effective Period: 7/1/2014 - 9/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $33.58

Effective Period: 10/1/2014 - 6/30/2015

Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $34.58

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.08
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $44.19
Supplemental Benefit Rate per Hour: $35.15

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.32
Supplemental Benefit Rate per Hour: $35.15

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.24
Supplemental Benefit Rate per Hour: $35.15

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $44.73
Supplemental Benefit Rate per Hour: $35.15

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $41.44
Supplemental Benefit Rate per Hour: $35.15

Overtime Description
Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

Shift Rates
When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.43
Supplemental Benefit Rate per Hour: $27.95

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.
The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: $35.53
Supplemental Benefit Rate per Hour: $26.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $65.27
Supplemental Benefit Rate per Hour: $25.78
Supplemental Note: Overtime supplemental benefit rate per hour: $40.78

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $52.24
Supplemental Benefit Rate per Hour: $20.20

Overtime Description
Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.27
Supplemental Benefit Rate per Hour: $12.84

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.19
Supplemental Benefit Rate per Hour: $18.79

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $62.83
Supplemental Benefit Rate per Hour: $21.37

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $47.41
Supplemental Benefit Rate per Hour: $24.40

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.70
Supplemental Benefit Rate per Hour: $28.67

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day

President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $47.41
Supplemental Benefit Rate per Hour: $24.40

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $46.21
Supplemental Benefit Rate per Hour: $43.89
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.97
Supplemental Benefit Rate per Hour: $43.89

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $40.78
Supplemental Benefit Rate per Hour: $23.38
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.83
Supplemental Benefit Rate per Hour: $2.87

Shipyard Mechanic - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $15.44
Supplemental Benefit Rate per Hour: $2.54

Shipyard Laborer - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $19.28
Supplemental Benefit Rate per Hour: $2.69

Shipyard Laborer - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $12.36
Supplemental Benefit Rate per Hour: $2.43

Shipyard Dockhand - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.68
Supplemental Benefit Rate per Hour: $2.82

Shipyard Dockhand - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $14.22
Supplemental Benefit Rate per Hour: $2.50

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $44.20
Supplemental Benefit Rate per Hour: $44.10

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $53.25
Supplemental Benefit Rate per Hour: $51.04
Supplemental Note: Overtime supplemental benefit rate: $101.34

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed $15,000,000 and for fire protection/sprinkler public works contracts not to exceed $1,500,000.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $53.25
Supplemental Benefit Rate per Hour: $51.04
Supplemental Note: Overtime supplemental benefit rate: $101.34

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.30
Supplemental Benefit Rate per Hour: $12.76

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $31.47
Supplemental Benefit Rate per Hour: $11.55

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $26.07
Supplemental Benefit Rate per Hour: $10.52

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.38
Supplemental Benefit Rate per Hour: $9.76

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $18.56
Supplemental Benefit Rate per Hour: $9.06

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $13.57
Supplemental Benefit Rate per Hour: $8.30

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $46.56
Supplemental Benefit Rate per Hour: $36.40

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2014 - 12/30/2014
Wage Rate per Hour: $45.32
Supplemental Benefit Rate per Hour: $22.66

Effective Period: 12/31/2014 - 6/30/2015
Wage Rate per Hour: $45.82
Supplemental Benefit Rate per Hour: $22.66

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.18
Supplemental Benefit Rate per Hour: $13.19
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $12.64 for Staten Island only.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates
For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.80
Supplemental Benefit Rate per Hour: $28.03

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $49.88
Supplemental Benefit Rate per Hour: $32.36

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $44.33
Supplemental Benefit Rate per Hour: $45.39

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $54.20
Supplemental Benefit Rate per Hour: $48.20

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $52.31
Supplemental Benefit Rate per Hour: $46.59

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $51.35
Supplemental Benefit Rate per Hour: $45.78

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $50.42
Supplemental Benefit Rate per Hour: $44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $50.42
Supplemental Benefit Rate per Hour: $44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $43.94
Supplemental Benefit Rate per Hour: $42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $51.72
Supplemental Benefit Rate per Hour: $46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $49.48
Supplemental Benefit Rate per Hour: $44.06

All Others (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $45.73
Supplemental Benefit Rate per Hour: $40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $39.58
Supplemental Benefit Rate per Hour: $35.25

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.45

(Local #78)

BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.40

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rat
Supplemental Benefit Rate Per Hour: $34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.65

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.10

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: $17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.10

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.25

Carpenter (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.25

Carpenter (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.25

Carpenter (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.25

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.26

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.26

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.26

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.26

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $12.50
Supplemental Benefit Rate per Hour: $11.10
Overtime Supplemental Rate Per Hour: $11.93

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $13.00
Supplemental Benefit Rate per Hour: $11.61
Overtime Supplemental Rate Per Hour: $12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $13.50
Supplemental Benefit Rate per Hour: $11.62
Overtime Supplemental Rate Per Hour: $12.51

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $12.12
Overtime Supplemental Rate Per Hour: $13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $12.13
Overtime Supplemental Rate Per Hour: $13.08

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $15.00
Supplemental Benefit Rate per Hour: $12.63
Overtime Supplemental Rate Per Hour: $13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $12.64
Overtime Supplemental Rate Per Hour: $13.66

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $13.14
Overtime Supplemental Rate Per Hour: $14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $13.15
Overtime Supplemental Rate Per Hour: $14.23

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $17.00

Supplemental Benefit Rate per Hour: $13.65
Overtime Supplemental Rate Per Hour: $14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $13.65
Overtime Supplemental Rate Per Hour: $14.81

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $14.16
Overtime Supplemental Rate Per Hour: $15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $14.16
Overtime Supplemental Rate Per Hour: $15.38

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $14.67
Overtime Supplemental Rate Per Hour: $15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $15.18
Overtime Supplemental Rate Per Hour: $16.53

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $15.68
Overtime Supplemental Rate Per Hour: $17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.06
Overtime Supplemental Rate Per Hour: $19.47

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $23.00
Supplemental Benefit Rate per Hour: $18.56
Overtime Supplemental Rate Per Hour: $20.00

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $20.32
Overtime Supplemental Rate Per Hour: $22.01

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $20.82
Overtime Supplemental Rate Per Hour: $22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: $26.30
Supplemental Benefit Rate per Hour: $19.96
Overtime Supplemental Rate Per Hour: $21.61

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: $26.80
Supplemental Benefit Rate per Hour: $20.46
Overtime Supplemental Rate Per Hour: $22.14

Overtime Description
Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.46

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $26.94

Elevator (Constructor) - Second Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $25.86

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.35

Elevator (Constructor) - Third Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $26.66

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $28.17

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $27.46

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $29.00

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $24.85

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.87

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $25.24

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $27.27

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.02

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.08

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.81

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.89

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.49
Supplemental Benefit Rate per Hour: $20.68

Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $20.68

Engineer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.92
Supplemental Benefit Rate per Hour: $20.68

Engineer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $33.73
Supplemental Benefit Rate per Hour: $20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $30.25

Floor Coverer (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $30.25

Floor Coverer (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $30.25

Floor Coverer (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $30.25

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $12.97

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $13.12

Glazier (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $22.25

Glazier (Third Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $24.75

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $25.10

Glazier (Fourth Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $29.87

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $30.02

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.52
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $21.67
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.27
Supplemental Benefit Rate per Hour: $16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.83
Supplemental Benefit Rate per Hour: $16.60

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $35.15

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $36.21

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $37.27

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $39.40

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $41.52

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $24.98
Supplemental Benefit Rate per Hour: $45.53

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.58
Supplemental Benefit Rate per Hour: $45.53

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $26.18
Supplemental Benefit Rate per Hour: $45.53

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $34.88

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $20.99
Supplemental Benefit Rate per Hour: $17.86

Mason Tender - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.14
Supplemental Benefit Rate per Hour: $17.86

Mason Tender - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.84
Supplemental Benefit Rate per Hour: $17.86

Mason Tender - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $17.86

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $32.71
Supplemental Benefit Rate per Hour: $24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $17.71
Supplemental Benefit Rate per Hour: $19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.81
Supplemental Benefit Rate per Hour: $19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $27.91
Supplemental Benefit Rate per Hour: $19.85

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $26.64

Supplemental Benefit Rate per Hour: $32.84

Millwright (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $31.49
Supplemental Benefit Rate per Hour: $36.18

Millwright (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.33
Supplemental Benefit Rate per Hour: $40.66

Millwright (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $46.02
Supplemental Benefit Rate per Hour: $46.24

(Local #740)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $26.61
Supplemental Benefit Rate per Hour: $16.50

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.22
Supplemental Benefit Rate per Hour: $16.50

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $15.80
Supplemental Benefit Rate per Hour: $11.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $19.75
Supplemental Benefit Rate per Hour: $15.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.70
Supplemental Benefit Rate per Hour: $18.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $31.60
Supplemental Benefit Rate per Hour: $24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $15.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.54

(Local #530)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $2.96

Plumber - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $23.87
Supplemental Benefit Rate per Hour: $11.46

Plumber - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.97
Supplemental Benefit Rate per Hour: $11.46

Plumber - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.82
Supplemental Benefit Rate per Hour: $11.46

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $30.22
Supplemental Benefit Rate per Hour: $11.46

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $42.29
Supplemental Benefit Rate per Hour: $11.46

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $25.01
Supplemental Benefit Rate per Hour: $4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $27.25
Supplemental Benefit Rate per Hour: $9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $32.24
Supplemental Benefit Rate per Hour: $12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $38.66
Supplemental Benefit Rate per Hour: $12.45

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.15

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $16.21

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $22.23

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $26.16

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $28.13

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $32.09

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $34.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $36.03

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $6.75

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $30.89

Timberperson - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $30.89

Timberperson - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $30.89

Timberperson - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $30.89

(Local #1536)

LABOR LAW §230 AND NYC ADMINISTRATIVE CODE §6-130 BUILDING SERVICE EMPLOYEES

PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES ON NYC CONTRACTS PURSUANT TO LABOR LAW §230 ET SEQ.

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of $1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 234 (1). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City building services contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on building services contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to building services contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City building services contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on building services contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES IN NEW YORK CITY LEASED OR FINANCIALLY ASSISTED FACILITIES PURSUANT TO NYC ADMINISTRATIVE CODE § 6-130

Covered landlords & covered financial assistance recipients shall ensure that all building service employees performing building service work at the premises to which a lease or financial assistance pertains are paid no less than the prevailing wage listed in the Labor Law §230 Prevailing Wage Schedule.

Covered Landlords include:

Businesses (other than not-for-profit organizations) leasing to New York City agencies

commercial office space or commercial office facilities of 10,000 square feet or more where the City leases or rents no less than 51% of the total square footage of the building to which the lease applies (no less than 80% in Staten Island or in an area not defined as an exclusion area pursuant to section 421-a of the real property tax law on the date of enactment of the local law).

Covered Financial Assistance Recipients include:

Businesses (other than not-for-profit organizations) with annual gross revenues of five million dollars or more who have received financial assistance from the City of New York (as defined in New York City Administrative Code §6-130) with a total value of one million dollars or more.

Exemptions: Business Improvement Districts and employers with manufacturing operations at the premises to which the financial assistance pertains.

The information is intended to assist you in meeting your prevailing wage obligation. You should consult New York City Administrative Code §6-130 to determine whether you are covered by this prevailing wage law. New York City Administrative Code § 6-130 requires the City to maintain an updated list of covered landlords and financial assistance recipients who are subject to the prevailing wage requirement.

Labor Law § 231 (6) and NYC Administrative Law §6-130 requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the building service employee performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF LABOR LAW
1 CENTRE STREET
NEW YORK, NY 10007

SCOTT M. STRINGER
COMPTROLLER

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212–669–4443 or download our complaint form from our website at WWW.COMPTROLLER.NYC.GOV (click on the Bureau of Labor Law).

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet WWW.COMPTROLLER.NYC.GOV (oprime "Oficina de Derecho Laboral").

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)

Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $11.00
Supplemental Benefit Rate per Hour: $7.15

Overtime Description
Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday

Vacation
1 year service.....five (5) days
3 years service or more.....ten (10) days
8 years service or more.....fifteen (15) days
13 years service or more.....twenty (20) days

SICK LEAVE:
1-2 years employment.....4 days
2-3 years employment.....5 days
3-4 years employment.....6 days
4-5 years employment.....8 days
6 years or more employment.....10 days

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (OFFICE)

Office Building Class "A" Handyperson (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.65
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.20
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.54
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.09
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $23.42
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $23.92
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.67; for new employee 13-24 months of employment - $10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.62
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.17
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.05
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $23.39
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $23.89
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.67; for new employee 13-24 months of employment - $10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.57
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.12
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.46
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $26.01
Supplemental Benefit Rate per Hour: $10.46
Supplemental Note: for new employee 0-3 months of employment - $0.00

Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $23.35
Supplemental Benefit Rate per Hour: $9.91
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: $23.85

Supplemental Benefit Rate per Hour: $10.46

Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.67; for new employee 13-24 months of employment - $10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Less than 6 months of work.....no vacation
6 months of work.....three (3) days
1 year of work.....ten (10) days
5 years of work.....fifteen (15) days
15 years of work.....twenty (20) days
21 years of work.....twenty-one (21) days
22 years of work.....twenty-two (22) days
23 years of work.....twenty-three (23) days
24 years of work.....twenty-four (24) days
25 years or more of work.....twenty-five (25) days
Plus two Personal Days per year.

Sick Leave:
10 sick days per year.
Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

Residential Building Handyperson

Effective Period: 7/1/2014 - 4/20/2015
Wage Rate per Hour: $24.26
Supplemental Benefit Rate per Hour: $9.83
Supplemental Note: for new employee 0-3 months of employment - $0.00. Effective 1/1/2015 - $10.38

Effective Period: 4/21/2015 - 6/30/2015
Wage Rate per Hour: $24.83
Supplemental Benefit Rate per Hour: $10.38
Supplemental Note: for new employee 0-3 months of employment - $0.00

Residential Building Cleaner/Porter, Doorperson, Elevator Operator

Effective Period: 7/1/2014 - 4/20/2015
Wage Rate per Hour: $21.98
Supplemental Benefit Rate per Hour: $9.83
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.22; for new employee 13-24 months of employment - $9.58
Effective 1/1/2015 - $10.38, for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.67; for new employee 13-24 months of employment - $10.13

NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator: may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 4/21/2015 - 6/30/2015
Wage Rate per Hour: $22.51
Supplemental Benefit Rate per Hour: $10.38
Supplemental Note: for new employee 0-3 months of employment - $0.00; for new employee 4-12 months of employment - $7.67; for new employee 13-24 months of employment - $10.13

NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator: 0-21 months may be paid 75% of the hourly wage rate published above, 22-42 months may be paid 85% of the hourly wage rate published above. Upon completion of 42 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Overtime Description
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day

Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

Vacation

6 months.....three (3) days
1 year.....ten (10) days
5 years.....fifteen (15) days
15 years.....twenty (20) days
21 years.....twenty-one (21) days
22 years.....twenty-two (22) days
23 years.....twenty-three (23) days
24 years.....twenty-four (24) days
25 years.....twenty-five (25) days
Plus two Personal Days per year.

SICK LEAVE
After 1 year of service.....ten (10) days per year

(Local #32 B/J)

BUILDING HVAC SERVICES OPERATOR

Engineer (Refrigeration)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $36.73
Supplemental Benefit Rate per Hour: $16.35

Fireperson

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $15.97

Please note that the NYC Comptroller's Office does not publish rates for the Stationary Engineer title.

Overtime Description

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Plus six (6) floating Holidays

Vacation

6 months ..... three (3) days
1 year ..... ten (10) days
5 years ..... fifteen (15) days
15 years ..... twenty (20) days
21 years..... twenty-one (21) days
22 years ..... twenty-two (22) days
23 years ..... twenty-three (23) days
24 years ..... twenty-four (24) days
25 years ..... twenty-five (25) days

(Local #94)

CLEANER (PARKING GARAGE)

Garage Cleaner

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$10.76**
Supplemental Benefit Rate per Hour: **$1.63**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

FUEL OIL

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

Effective Period: 7/1/2014 - 12/15/2014
Wage Rate per Hour: $31.36
Supplemental Benefit Rate per Hour: $20.77

Effective Period: 12/16/2014 - 6/30/2015
Wage Rate per Hour: $31.86
Supplemental Benefit Rate per Hour: $21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)

Effective Period: 7/1/2014 - 12/15/2014
Wage Rate per Hour: $28.75
Supplemental Benefit Rate per Hour: $20.77

Effective Period: 12/16/2014 - 6/30/2015
Wage Rate per Hour: $29.25
Supplemental Benefit Rate per Hour: $21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)

Effective Period: 7/1/2014 - 12/15/2014
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $20.77

Effective Period: 12/16/2014 - 6/30/2015
Wage Rate per Hour: $27.25
Supplemental Benefit Rate per Hour: $21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)

Effective Period: 7/1/2014 - 12/15/2014
Wage Rate per Hour: $24.75
Supplemental Benefit Rate per Hour: $20.77

Effective Period: 12/16/2014 - 6/30/2015
Wage Rate per Hour: $25.25
Supplemental Benefit Rate per Hour: $21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)

Effective Period: 7/1/2014 - 12/15/2014
Wage Rate per Hour: $22.75
Supplemental Benefit Rate per Hour: $20.77

Effective Period: 12/16/2014 - 6/30/2015
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $21.27

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Vacation

Less than 75 days worked.....no vacation.
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.
110 days or more worked in a calendar year.....ten (10) days the following year.

SICK LEAVE:
1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

GARDENER

Gardener

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $17.57
Supplemental Benefit Rate per Hour: $1.63

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

LOCKSMITH

Locksmith

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.28
Supplemental Benefit Rate per Hour: $6.13

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MEDICAL WASTE REMOVAL

Driver

Effective Period: 7/1/2014 - 3/31/2015
Wage Rate per Hour: $18.76
Supplemental Benefit Rate per Hour: $9.47

Effective Period: 4/1/2015 - 6/30/2015
Wage Rate per Hour: $19.59
Supplemental Benefit Rate per Hour: $10.34

Helper

Effective Period: 7/1/2014 - 3/31/2015
Wage Rate per Hour: $15.01
Supplemental Benefit Rate per Hour: $9.47

Effective Period: 4/1/2015 - 6/30/2015
Wage Rate per Hour: $15.84
Supplemental Benefit Rate per Hour: $10.34

Tractor Trailer Driver

Effective Period: 7/1/2014 - 3/31/2015
Wage Rate per Hour: $21.26
Supplemental Benefit Rate per Hour: $9.47

Effective Period: 4/1/2015 - 6/30/2015
Wage Rate per Hour: $22.09
Supplemental Benefit Rate per Hour: $10.34

Overtime Description
Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

Paid Holidays
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation
1 year of service but less than five years.....ten (10) days
5 years of service but less than ten years.....fifteen (15) days
10 years of service.....sixteen (16) days
11 years.....seventeen (17) days
12 years.....eighteen (18) days
13 years.....nineteen (19) days
14 years.....twenty (20) days
20 years.....twenty-one (21) days
21 years.....twenty-two (22) days
22 years.....twenty-three (23) days
23 years.....twenty-four (24) days
24 years.....twenty-five (25) days
Plus 5 Personal Days

(Local #813)

MOVER - OFFICE FURNITURE AND EQUIPMENT

Heavy and Tractor Trailer Truck Driver

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $22.48
Supplemental Benefit Rate per Hour: $5.13

Light Truck Driver

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $18.89
Supplemental Benefit Rate per Hour: $5.13

Laborer and Freight, Stock, and Material Movers, Hand

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $17.59
Supplemental Benefit Rate per Hour: $5.13

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

REFUSE REMOVER

Refuse Remover

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $29.54
Supplemental Benefit Rate per Hour: $5.13

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

SECURITY GUARD (ARMED)

Security Guard (Armed)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $28.25
Supplemental Benefit Rate per Hour: $5.02
Supplemental Note: for new employee 0-30 days of employment - $4.44; for new employee 31-120 days of employment - $4.61; for new employee 121 days - 2 years of employment - $4.63

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $5.34
Supplemental Note: for new employee 0-30 days of employment - $4.62; for new employee 31-120 days of employment - $4.79; for new employee 121 days - 2 years of employment - $4.90

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description
A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave
Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

SECURITY GUARD (UNARMED)

Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $13.10
Supplemental Benefit Rate per Hour: $4.63
Supplemental Note: for new employee 0-30 days of employment - $4.44; for new employee 31-120 days of employment - $4.61

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $13.35
Supplemental Benefit Rate per Hour: $4.90
Supplemental Note: for new employee 0-30 days of employment - $4.62; for new employee 31-120 days of employment - $4.79

Security Guard (Unarmed) 7 - 12 months

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $13.60
Supplemental Benefit Rate per Hour: $4.63

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $13.85
Supplemental Benefit Rate per Hour: $4.90

Security Guard (Unarmed) 13 - 18 months

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $14.10
Supplemental Benefit Rate per Hour: $4.63

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $14.35
Supplemental Benefit Rate per Hour: $4.90

Security Guard (Unarmed) 19 - 24 months

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $14.60
Supplemental Benefit Rate per Hour: $4.63

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $14.85
Supplemental Benefit Rate per Hour: $4.90

Security Guard (Unarmed) 25 - 30 months

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: $15.10
Supplemental Benefit Rate per Hour: $5.02

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $15.35
Supplemental Benefit Rate per Hour: $5.34

Security Guard (Unarmed) 31 months or more

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $15.60
Supplemental Benefit Rate per Hour: $5.02

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $5.34

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description
A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave
Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

WINDOW CLEANER

Window Cleaner

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $26.90
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $27.40
Supplemental Benefit Rate per Hour: $10.46

Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $29.27
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $29.90
Supplemental Benefit Rate per Hour: $10.46

Window Cleaner Apprentice (0 - 3 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: None

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $20.29
Supplemental Benefit Rate per Hour: None

Window Cleaner Apprentice (4 - 7 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $21.54
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $21.94
Supplemental Benefit Rate per Hour: $10.46

Window Cleaner Apprentice (8 - 11 months)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: $22.82
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $23.24
Supplemental Benefit Rate per Hour: $10.46

Window Cleaner Apprentice (12 - 15 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $24.12
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $24.57
Supplemental Benefit Rate per Hour: $10.46

Window Cleaner Apprentice (16 - 17 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: $25.44
Supplemental Benefit Rate per Hour: $9.91

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: $25.91
Supplemental Benefit Rate per Hour: $10.46

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation

After 7 months but less than 1 year of service.....five (5) days
1 year but less than 5 years of service.....ten (10) days
5 years of service but less than 15 years of service.....fifteen (15) days
15 years of service but less than 21 years of service.....twenty (20) days
21 years.....twenty-one (21) days
22 years.....twenty-two (22) days
23 years.....twenty-three (23) days
24 years.....twenty-four (24) days
25 years or more of service.....twenty-five (25) days
Plus 1 day per year for medical visit

SICK LEAVE:
10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $16.35
Supplemental Benefit Rate per Hour: $1.63

Cafeteria Attendant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$10.41**
Supplemental Benefit Rate per Hour: **$1.63**

Counter Attendant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$11.00**
Supplemental Benefit Rate per Hour: **$1.63**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$9.99**
Supplemental Benefit Rate per Hour: **$1.63**

Overtime
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **$10.00**
Supplemental Benefit Rate per Hour: **$1.50**

(NYC Administrative Code §6-109)

HOMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.
For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.
For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $10.00

Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $33.29
Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $11.50
Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $14.82
Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $19.94
Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $16.44
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $15.03
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $19.31

Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: $18.49
Supplemental Benefit Rate per Hour: None

Overtime
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.

June 01, 2013

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DDC STANDARD GENERAL CONDITIONS

FOR SINGLE CONTRACT PROJECTS

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

June 01, 2013

No Text

June 01, 2013

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

June 01, 2013

NO TEXT

SECTION 01 10 00
SUMMARY

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Addendum to the General Conditions: These General Conditions include and are supplemented by the Addendum to the General Conditions (the "Addendum"). The Addendum includes the following: (1) schedules referred to in these General Conditions (Schedule A through F), (2) information regarding the applicability of various articles, and (3) amended articles, if any.

1.2 SUMMARY:

A. This section includes the following:

1. Scope and Intent
2. Provisions Referenced in the Contract
3. Performance of Work During Non-Regular Work Hours (Pursuant to a Change Order)
4. Interruption of Services at Existing Facilities

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SCOPE AND INTENT:

A. Description of Project: Refer to the Addendum for a description of the project.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B

B. LEED: The City of New York will seek U.S. Green Building Council (USGBC) LEED (Leadership in Energy and Environmental Design) certification for this Project as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS" and the Addendum to the General Conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 14 C

C. COMMISSIONING: The project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, and the Addendum to the General Conditions. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

D. PROGRESS SCHEDULE: Refer to Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION for requirements of the project.

E. COMPLETION OF WORK: Work to be done under the Contract is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.

F. OMISSION OF DETAILS: All work called for in the Specifications applicable to the Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall be deemed included in the total Contract Price.

G. WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS: Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor. The cost of such work shall be deemed included in the total Contract Price.

H. SILENCE OF THE SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used and interpretation of the Specifications shall be made upon that basis.

I. CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS: Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the work unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of the bid as to what shall govern.

1.5 CONTRACT DRAWINGS AND SPECIFICATIONS:

A. SCHEDULE C - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum. Such drawings referred to in the Contract, and in the applicable Specifications for the Contract, bear the general title:

City of New York
Department of Design and Construction
Division of Public Buildings

B. DOCUMENTS FURNISHED TO THE CONTRACTOR - After the award of the Contract, the Contractor will be furnished with five (5) complete sets of paper prints of all Contract Drawings mentioned in Paragraph A above, as well as a copy of the Specifications.

C. ADDITIONAL COPIES of Drawings and Specifications, when requested, will be furnished to the Contractor if available.

D. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by the Commissioner.

E. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefore to the Contractor shall be subject to the terms of the Contract. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings.

F. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.

G. COPIES TO SUBCONTRACTORS - The Contractor shall furnish each of its subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

1.6 COORDINATION:

A. COORDINATION AND COOPERATION - The Contractor shall consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by trade subcontractors, so that the Contractor may become acquainted with the work of the project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.

B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

Refer to Division I Section 01 33 00 – SUBMITAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

The Contractor shall prepare, execute and manage a "Dust Control Plan" for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY 13-01 et. seq.

1.10 PROVISIONS REFERENCED IN THE CONTRACT:

A. SCHEDULE A - Various Articles of the Contract refer to requirements set forth in Schedule A of the General Conditions. Schedule A, which is included in the Addendum, sets forth (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the Contract.

B. EXTENSION OF TIME - Applications for Extensions of Time, as indicated in Article 13 of the Contract, shall be made in accordance with the Rules of the Procurement Policy Board.

C. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CONTRACT – In order to better insure the availability of materials, fixtures and equipment when needed for the work, the Commissioner may authorize partial payment for certain materials, fixtures and equipment, prior to their incorporation in the work, but only in strict accordance with, and subject to, all the terms and conditions set forth in the Specifications, unless an alternate method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment.

1. The Contractor shall submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased for which the Contractor needs to be paid prior to their actual incorporation in the work. The request shall be accompanied by a schedule of the types and quantities of materials, and shall state whether such materials are to be stored on or off the site.

2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.

3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the work, without the approval of the Resident Engineer.

4. INSURANCE

   a. STORAGE OFF-SITE – Where the materials are stored off the site and until such time as they are incorporated in the work, the Contractor shall fully insure such materials against any and all risks of destruction, damage or loss including but not limited to fire, theft, and any other casualty or happening. The policy of insurance shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall deliver the original and one (1) copy of such policy or policies marked "Fully Paid" to the Commissioner.

   b. STORAGE ON THE SITE – Where the materials are stored at the site, the Contractor shall furnish satisfactory evidence to the Commissioner that they are properly insured against loss, by endorsements or otherwise, under the policy or policies of insurance obtained by the Contractor to cover losses to materials owned or installed by the Contractor. The policy of insurance shall cover fire and extended coverage against windstorm, hail, explosion and riot attending a strike, civil commotion, aircraft, vehicles and smoke.

5. All costs, charges and expenses arising out of the storage of such materials, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no

increase in the Contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.

6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.

7. In the event that the whole or any part of these materials are lost, damaged or destroyed in advance of their satisfactory incorporation in the work, the Contractor, at the Contractor's own cost, shall replace such lost, damaged or destroyed materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the funds actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the amount paid to the Contractor for such lost, damaged or destroyed materials.

8. Should any of the materials paid for the City hereunder be subsequently rejected or incorporated in the work in a manner or by a method not in accordance with the Contract Documents, the Contractor shall remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.

9. Payments for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents, and the Contractor always retains and must comply with the Contractor's duty to deliver to the site and properly incorporate in the work only materials which comply with the Contract Documents.

10. The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the work and their proper incorporation in the work in accordance with the Contract Documents.

11. The Contractor shall comply with all laws and the regulations of any governmental body or agency pertaining to the priority purchase, allocation and use of the materials.

12. When requesting payment for such materials, the Contractor shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).

13. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the work, the Commissioner, at the Commissioner's option, may waive the requirements of Paragraph 12 provided the Contractor furnishes evidence in the form of an affidavit from the Contractor in quadruplicate, and such other proof as the Commissioner may require, that the Contractor is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in Paragraph 12 hereof, within seven (7) days after receipt of payment therefore from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full, shall preclude the Contractor from payments under the Contract.

14. The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off the site, at the end of each preceding estimate period; the amount removed for incorporation in the work; the quantity and value of materials delivered during the current period and the total value of materials on hand for which payment thereof will be included in the current payment estimate.

15. Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of title as required under Paragraph 12 or Paragraph 13 hereof, payment will be made therefore to the extent of 85%, provided however, that the cost so verified, established and approved shall not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Article 41 of the Contract; if it does, the City will pay only 85% approved estimated cost.

16. Upon the incorporation in the work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the work pursuant to Article 42 of the Contract, less any sums paid pursuant to Paragraph 15 herein.

D. MOBILIZATION PAYMENT – A line item for mobilization shall be allowed on the Contractor's Detailed Bid Breakdown submitted in accordance with Article 41 of the Contract. The Mobilization Payment is intended to include the cost of required bonds, insurance coverage and/or any other expenses required for the initiation of the Contract Work. All costs for mobilization shall be deemed included in the total Contract Price. The Detailed Bid Breakdown shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount	**Percent**	**Mobilization**
Less than - $ 50,000	x 0 =	0
$ 50,000 - $ 100,000	x =	$ 6,000
$ 100,001 - $ 500,000	x 6 =	$ 6,000 (min) - $ 30,000 (max)
$ 500,000 - $ 2,500,000	x 5 =	$ 30,000 (min) - $ 125,000 (max)
Over - $ 2,500,000	x 4 =	$ 125,000 (min) - $ 300,000 (max)

The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:

1. Installation of any required field office(s).
2. Submission of all required insurance certificates and bonds.
3. Approval by the Department of Design and Construction of the coordinated progress schedule for the project and the Contractor's Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

E. ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING: The Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel in Non-Road Vehicles, and the implementation of Best Available Technology (BAT), as set forth in Article 5.4 of the Contract. Such reports shall be submitted in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.11 PERFORMANCE OF WORK DURING NON-REGULAR WORK HOURS:

A. NON-REGULAR WORK HOURS: The Commissioner may issue a change order in accordance with Article 25 of the Contract which (1) directs the Contractor to perform the Work, or specific components thereof, during other than regular work hours (i.e., evenings, weekends and holidays), and (2) provides compensation to the Contractor for costs in connection with the performance of Work during other than regular work hours. The Commissioner may issue a change order if a delay has occurred and such delay is not the fault of the Contractor, or if the work is of such an important nature that delay in completing such work would result in serious disadvantage to the public.

B. PROCEDURE: The Contractor shall (1) obtain whatever permits may be required for performance of the work during other than regular business hours, and (2) pay all necessary fees in connection with such permits. In addition, if directed by the Commissioner, the Contractor shall make immediate application to the Commissioner of the Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.

1.12 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:

A. EVENING AND WEEKEND WORK - Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) shall be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question.

1 Where weekend or evening work is required due to unavoidable service shutdowns, such work shall be performed at no extra cost to the City. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.

B. INTERRUPTION OF EXISTING FACILITIES:

1 The Contractor shall not interrupt any of the services of the facility nor interfere with such services in any way without the permission of the Commissioner. Such interruption or interferences shall be made as brief as possible, and only at such time stated.

2 Under no circumstances shall the Contractor, its subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of the Commissioner.

3 Unnecessary noise shall be avoided at all times and necessary noise shall be reduced to a minimum.

4 Toilet facilities, water and electricity must be operational at all times (i.e. 24/7). No services of the facility can be interrupted in any way without the permission of the Commissioner. Careful coordination of all work with the Resident Engineer must be done to maintain the operational level of the project personnel at the facility.

5 The Contractor shall schedule the work to avoid noise interference that will affect the normal functions of the facility. In particular, construction operations producing noises that are objectionable to the functions of the facility must be scheduled at times of day or night, day of the week, or weekend, which will not interfere with personnel at the facility. Any additional cost resulting from this scheduling shall be borne by the Contractor.

6 The Contractor shall arrange to work continuously, including evening and weekend hours, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing facility.

7 The Contractor shall give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.2 SUMMARY:

A. This Section includes administrative provisions for coordinating construction operations on the Project including without limitation the following.

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. This section includes the following:

1. Definitions
2. Coordination
3. Submittals
4. Administrative and Supervisory Personnel
5. Project Meetings
6. Requests for Interpretation (RFI's)
7. Correspondence
8. Contractor's Daily Reports
9. Alternate and Substitute Equipment

C. RELATED SECTIONS: include without limitation the following:

1. Section 01 10 00 SUMMARY
2. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
3. Section 01 33 00 SUBMITTALS
4. Section 01 35 26 SAFETY REQUIREMENTS
5. Section 01 73 00 EXECUTION REQUIREMENTS
6. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

7. Section 01 77 00 PROJECT CLOSEOUT PROCEDURES

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 COORDINATION:

A. Coordination: The Contractor shall coordinate its construction operations, including those of its subcontractors, with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor shall coordinate the various operations required by different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence in order to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. The Contractor shall prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda shall include required notices, reports, and meeting minutes as applicable.

C. Administrative Procedures: The Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of its subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include without limitation the following:

1. Preparation of Contractor's Construction Schedule.
2. Installation and removal of temporary facilities and controls.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Pre-installation conferences..
6. Startup and adjustment of systems.
7. Project closeout activities.

D. Conservation: The Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

E. Salvaged Items, Material and/or Equipment: The Specifications may identify certain items, materials or equipment which must be salvaged by the Contractor and handled or disposed of as directed. The Contractor shall comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

1.5 SUBMITTALS:

A. Submit shop drawings, product data, samples etc. in compliance with Section 01 33 00, SUBMITTAL PROCEDURES.

B. Coordination Drawings: The Contractor shall prepare applicable Coordination Drawings in compliance with the requirements for Coordination Drawings in Section 01 33 00, SUBMITTAL PROCEDURES.

C. Safety Plan in compliance with Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES.

D. Waste Management Plan in compliance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

E. Key Personnel Names: Within 15 days after the Notice to Proceed, the Contractor shall submit a list of key personnel assignments of the Contractor and its subcontractors, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in case of the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

2. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work. Include special personnel required for coordinating all operations by its subcontractors.

1.6 PROJECT MEETINGS:

A. General: The Resident Engineer will hold regularly scheduled construction progress meetings at the site, at which time the Contractor and appropriate subcontractors shall have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer shall preside over these meetings.

1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractors and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Resident Engineer will summarize the discussion in a brief written statement, and the Contractor will then dictate a brief statement for the record.

2. Coordination: In addition to construction progress meetings called by the Resident Engineer, the Contractor shall hold regularly scheduled meetings for the purpose of coordinating; expediting and scheduling the work in accordance with the master coordinated Job Progress Chart. The Contractors and its subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor, be held at the same place and immediately following the project meetings held by the Resident Engineer. Minutes of these meetings shall be recorded, typed and printed by the Contractor and distributed to all parties concerned.

B. PRECONSTRUCTION KICK-OFF MEETING:

1. The Resident Engineer will schedule a preconstruction kick-off meeting either at DDC's main office or at the Project site to review responsibilities and personnel assignments and clarify the

role of each participant. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.

2. Attendees: Authorized representative of the Client Agency; Design Consultant; the Contractor and its superintendents, subcontractor(s) and their superintendent(s); LEED sub-consultant and Commissioning Authority /Agent (CxA) as applicable and other concerned parties. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Contract Work.
3. Agenda: Includes without limitation the following as applicable:
   a. Establishing construction schedule
   b. Schedule for regular construction meetings
   c. Phasing
   d. Critical work sequencing and long-lead items
   e. Designation of key personnel and their duties
   f. Reviewing Application for Payment and Change Order Procedures
   g. Procedures for Requests for Information (RFIs.)
   h. Review Permits and Approval requirements
   i. Review all recent Administrative Code reporting requirements relating to the project, (i.e. LL 77, LL86 etc.)
   j. Procedures for testing and inspecting
   k. Reviewing special conditions at the Project site
   l. Distribution of the Contract Documents
   m. Submittal procedures
   n. Safety Procedures
   o. LEED requirements
   p. Commissioning Requirements
   q. Preparation of Record Documents
   r. Historic Treatment requirements
   s. Use of the premises
   t. Work restrictions
   u. Client Agency occupancy requirements
   v. Responsibility for temporary facilities, services and controls
   w. Construction Waste Management and Disposal
   x. Indoor Air Quality Management Plan
   y. Dust Mitigation Plan
   z. Office, work, and storage areas
   aa. Equipment deliveries and priorities
   bb. Security
   cc. Progress cleaning
   dd. Working hours

C. CONSTRUCTION PROGRESS MEETINGS:

1. The Resident Engineer will schedule and conduct construction progress meetings at bi-weekly intervals or as otherwise determined. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.
2. Attendees:
   a. Design Consultant and applicable sub-consultants
   b. Client Agency Representative
   c. Representatives from the Contractor, sub-contractor(s), suppliers or other entities involved in the current progress, planning, coordination or future activities of the Work
   d. Other appropriate DDC personnel, DDC consultants and concerned parties
3. Agenda: Includes without limitation the following:
   a. Review the Construction Schedule and progress of the Work. Determine if the Work is on time, ahead of schedule or behind schedule. Determine actions to be taken to maintain or accelerate the schedule
   b. Review and approve prior meeting minutes and follow up open issues
   c. Coordinate work between each subcontractor
   d. Sequence of Operations
   e. Status of submittals, deliveries and off-site fabrication
   f. Status of inspections and approvals by governing agencies
   g. Temporary facilities and controls
   h. Review Site Safety
   i. Quality and work standards
   j. Field observations
   k. Status of correction of deficient items
   l. RFI's
   m. Pending changes
   n. Status of outstanding Payments and Change Orders
   o. LEED requirements including Construction Waste Management, Indoor Air Quality Plan, Dust Mitigation and Commissioning
   p. Status of Administrative Code reporting requirements related to the project.

1.7 REQUESTS FOR INFORMATION (RFI):

A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, the Contractor shall prepare and submit an RFI in the form specified by the Resident Engineer.

1. RFI shall originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFI in a prompt manner to the Resident Engineer so as to avoid delays in Contractor's work or work of its subcontractors.
3. RFI Log: The Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer.

4. On receipt of responses and action to the RFI, the Contractor shall update the RFI log and immediately distribute the RFI response to affected parties. Review response(s) and notify the Resident Engineer immediately if the Contractor disagrees with response(s).

1.8 CORRESPONDENCE:

Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

The Contractor shall prepare and submit Daily Construction Progress Reports as outlined in Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for establishing an effective base line schedule for the project and documenting the progress of construction during performance of the Work by developing, revising as necessary, various documents including but not limited to the following:

1. Baseline Construction Schedule.
2. Composite Schedule for entire project
3. Recovery Composite Schedule
4. Revised and/or updated Composite Schedule
5. Submittals Schedule.
6. Daily construction reports.
7. Material location reports.
8. Field condition reports.
9. Special reports.

B. RELATED SECTIONS: include without limitation the following:

1. Section 01 10 00 SUMMARY
2. Section 01 32 22 PHOTOGRAPHIC DOCUMENTATION
3. Section 01 33 00 SUBMITTAL PROCEDURES
4. Section 01 40 00 QUALITY REQUIREMENTS

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Baseline Construction Schedule:
A horizontal bar chart type schedule (Microsoft Project OR similar program) listing all the activities and their duration for entire contract duration OR construction period, including logical ties and interrelations between the activities necessary for the timely and successful completion of the project. Critical path activities shall be clearly marked. The Baseline construction schedule is a preliminary schedule that must be reviewed and approved by the Resident Engineer.

D. Composite Schedule:
A composite horizontal bar chart type schedule (Microsoft Project OR similar program) listing all activities to be performed by the Contractor and its subcontractors, the duration of each activity including logical ties and interrelations between activities, and the sequence of each of necessary activities for the timely and successful completion of the project within the stipulated contract duration. Critical path activities shall be clearly marked. The Composite schedule must be signed and submitted by the Contractor within thirty (30) calendar days after the date established for commencement of the Contract, unless otherwise directed. The Composite Schedule must be reviewed and approved by the Resident Engineer.

E. Recovery Composite Schedule: A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order.

A Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions. In such case special attention must be given to keep the delays as minimum as possible and must establish the nature of efforts such as extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties.

Such schedule must be prepared and submitted within Five (5) calendar days of request by the Resident Engineer. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

F. Revised and/or Updated Composite Schedule:

A Baseline construction schedule OR Composite Schedule OR Recovery Composite Schedule for the project that shows the actual duration of all the completed activities, including duration of and the reasons for delays, if any has occurred, AND revisions to all remaining activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined activities. Any such revisions should be shown on the row just below the approved schedule of the respective activity so that revisions can be compared.

The Revised and/or updated Composite Schedule must be reviewed and approved by the Resident Engineer.

G. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

H. Event: The starting or ending point of an activity.

I. Fragment: A part of the activity that breaks down activities into smaller activities for greater detail.

J. Milestone: A key or critical point in time for reference or measurement.

K. Network Diagram: A graphic diagram of a network schedule, showing activities and activi relationships.

PART II – PRODUCTS

2.1 BASELINE CONSTRUCTION SCHEDULE:

A. The Contractor shall prepare a Baseline horizontal bar-chart-type construction schedule for the project. Submit the Baseline Construction Schedule to the Resident Engineer within (15) fifteen calendar days after the date established for commencement of the Contract, unless directed otherwise. The Baseline Schedule must be reviewed and approved by the Resident Engineer.

1. Provide a separate time bar for each significant construction activity. Coordinate each activity on the schedule with other construction activities for proper interrelationship & sequence.
2. Duration: The duration of each activity on the schedule besides installation must clearly show required duration of filing for permits, inspections, testing, approvals, shop drawings and materials submittals and approvals, fabrication, delivery, phasing for each construction activity.
3. Schedule shall be time-scaled in not more than weekly increments, with the dates of the first day (Monday) of each week indicated.
4. Completion of all the project activities shall be indicated in advance of the date established for completion of the Contract, allowing time for required inspection and punch list work.
5. Clearly show time bar for all the tasks, to be completed before start of physical work of scheduled activities, including but not limited to obtaining required permit, subcontractor approval, submission and approval of shop drawings, field verification, time for fabrication and delivery, testing of materials and/or samples, preparation and approval of mock-up sample, curing, pre-testing of soil, pre-testing of equipment - including start up, testing & adjusting, filing for inspection by regulatory agencies, training, final use, etc. required to maintain orderly progress of the activity. A special consideration must be given to those activities requiring early approvals because of long lead-time for manufacture or fabrication.
6. Phasing: Arrange all activities in proper sequence to reflect requirements for phased completion, work by other entities, work by the City, City furnished items, coordination with existing work, limitations arising due to continued occupancies, non-interruptible services, partial completion for occupancy, site restrictions, provisions for future work, seasonal variations, environmental control, and similar conditions of the project.
7. Arrange all activities and/or show interrelationship and logical sequence of all activities, determine and mark all critical path activities including any phasing reflecting actual project condition.
8. Keep at least two blank horizontal bars between all activities for recording actual progress and submitting Revised Schedule as defined in Sub-Section 1.3 G
9. If necessary a new revised schedule shall be prepared in the same manner as outlined above.

2.2 COMPOSITE SCHEDULE FOR THE PROJECT:

A. The Contractor shall prepare a Composite Schedule based on the approved Baseline Schedule Such schedule shall indicate graphically and chronologically the start and completion of each and every activity, including all the pre-activity and post activity tasks. Keep at least two blank horizontal bars between all activities for recording actual progress and/or revisions.

1. If necessary the Contractors shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by the Contractor within (30) thirty calendar days after the date established for commencement of the Contract, unless directed otherwise. The Composite Schedule must be reviewed and approved by the Resident Engineer.

2.3 RECOVERY COMPOSITE SCHEDULE:

A. A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order. A Recovery Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions, must be developed and submitted within (5) five calendar days of the request by the Resident Engineer. Such Recovery Composite Schedule shall include all information as defined in Article 1.3 F and shall be prepared in the same manner as outlined in Sub-Sections 2.1 and 2.2. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

2.4 REVISED AND/OR UPDATED COMPOSITE SCHEDULE:

A. The Contractor shall revise and/or update the approved Composite Schedule as directed. The Revised schedule shall be prepared in the same manner as outlined above in Sub-Sections 2.1 and 2.2.

B. The Contractor shall mark actual progress, delays, work stoppage etc. in the row just below the approved schedule for the respective activity so that revisions can be compared.

C. Such schedule also shall indicate graphically and chronologically any revisions to the start and completion of the remaining activities including revisions to all the pre-activity and post activity tasks for all subcontractors.

D. If necessary, the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Revised Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by the Contractor within Five (5) calendar days of request by the Resident Engineer. The Revised Composite Schedule must be reviewed and approved by the Resident Engineer.

2.5 SUBMITTALS SCHEDULE:

A. Preparation: The Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

B. SCHEDULE F: Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum. At the kick-off meeting, the Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, the Contractor must complete information on Schedule F concerning the submission date, the required delivery date and the fabrication time. For all required submittals of shop drawings and material samples, the Schedule F provided by the Contractor must indicate a submission date which is at least 20 business days prior to the date of the manufacture of the item or materials to be installed. In addition, if so directed by the Commissioner, the Schedule F provided by the Contractor must indicate a submission date for shop drawings and/or material samples of specified items or materials which is within 60 business days after the kick-off meeting. In the event of any conflict between the Specifications and Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.

C. Review: The Resident Engineer will review the Schedule F submitted by Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Consultant, Contractor and others within DDC as he/she deems appropriate.

2.6 REPORTS:

A. Daily Construction Reports: The Contractor shall submit to the Resident Engineer written Daily Construction Reports at the end of each work day, recording basic information such as the date, day, weather conditions, and contract days passed, remaining contract duration/days and the following information concerning the Project.

Information: The reports shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendents signature. Each report shall contain the following information:

1. List of name of Contractor, subcontractors, their work force in each category, and details of activities performed.
2. The type of materials and/or major equipment being installed by the Contractor and/or by each subcontractor.
3. The major construction equipment being used by the Contractor and/or subcontractors.
4. Material and Equipment deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events.
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings
11. Emergency procedures.
12. Orders and/or requests of authorities having jurisdiction.
13. Approved Change Orders received and implemented.
14. Field Orders and Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial Completions and occupancies.
18. Substantial Completions authorized.

NOTE: If there is NO ACTIVITY at site, a daily report indicating so and the reason for no activity at the site must be submitted.

B. Material Location Reports: The contractor shall submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report shall include a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit a Request For Information (RFI) form with a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.7 SPECIAL REPORTS:

A. Accident report, incident report, special condition report for the conditions out of control of any party involved with the project effecting project progress, explaining impact on the project schedule and cost if any.

PART III – EXECUTION (Not Used)
END OF SECTION 01 32 00

No Text

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 33

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract]

1.2 SUMMARY:

A. This Section includes the following:
1. Photographic Media
2. Construction Photographs
3. Pre-construction Photographs
4. Periodic Construction Progress Photographs
5. Special Photographs
6. DVD Recordings
7. Final Completion Construction Photographs

B. RELATED SECTIONS: include without limitation the following:

1.	Section 01 10 00	SUMMARY
2.	Section 01 33 00	SUBMITTAL PROCEDURES
3.	Section 01 35 91	HISTORIC TREATMENT PROCEDURES
4.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
5.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

C. PHOTOGRAPHER - The Contractor shall employ and pay for the services of a professional photographer who shall take photographs showing the progress of the work for all Contracts.

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SUBMITTALS:

A. Qualification Data: For photographer.

B. Key Plan: With each Progress Photograph Submittal include a key plan of Project site and building with notation of vantage points marked for location and direction of each image. Indicate location, elevation or story of construction. Include same label information as corresponding set of photographs.

C. Construction Progress Photograph Prints: Take Progress Photographs bi-weekly and submit four color prints of each photographic view for each trade to the Resident Engineer. Such photographs shall be included in each monthly progress report or as otherwise directed by the Resident Engineer.

D. Construction Photograph Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.

E. Digital Images: If Digital Media is used, submit a complete set of digital color image electronic files on CD-ROM with each submittal of prints. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.

1.5 QUALITY ASSURANCE:

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.6 COORDINATION:

A. The Contractor and its subcontractor(s) shall cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

A. The Contractor shall include the provisions set forth below in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this section. The Contractor shall submit to the Resident Engineer a copy of its agreement with the Photographer.

B. Any photographs, images and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

C. Any photographs, images and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Photographer hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Photographer shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Photographer for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Photographer a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

D. The Photographer acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Photographer shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

E. The Photographer represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Photographer has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches (60 by 60 mm).

B. Digital Images:

1. Construction Progress Images: Color images in JPEG format with minimum sensor size of 1.3 megapixels.

2. Presentation Quality Images: Provide Color images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 with 8"x10" original capture at 300 dpi or greater.

C. Prints:

1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte color prints on single-weight commercial-grade stock paper, with 1inch wide margins and punched for standard 3-ring binder.

2. Identification: On the front of each photograph affix a label in the margin with Project name and date photograph was taken. On the back of each print, provide an applied label or rubber-stamped impression with the following information:
   a. Project Contract I.D. Number.
   b. Project Contract Name.
   c. Name of Contractor. (and Subcontractor Trade Represented)
   d. Subject of Image Taken.
   e. Date and time photograph was taken if not date stamped by camera.
   f. Description of vantage point, indicating location, direction and other pertinent information.
   g. Unique sequential identifier.
   h. Name and address of photographer.

PART III – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS:

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location and direction of view.

B. Film Images:

1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Commissioner.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in filename for each image.

2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

A. Before commencement of Contract work at the site, take color photographs of Project site and surrounding properties, including existing structures or items to remain during construction, from different vantage points, as directed by the Resident Engineer.

1. Flag applicable excavation areas and construction limits before taking construction photographs.

2. Take photographs of minimum eight (8) views to show existing conditions adjacent to property before starting the Work.

3. Take applicable photographs of minimum eight (8) views of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

4. Take additional photographs as required or directed by the Resident Engineer to record settlement or cracking of adjacent structures, pavements, and improvements.

B. Demolition Operations: Take photographs as directed by the Resident Engineer of minimum of eight (8) views each before commencement of demolition operations, at mid-point of operations and at completion of operations.

C. Pre-Demolition Photographs: Take archival quality color photographs, to include all exterior building facades, of all structures at the Project site designated to be fully demolished or removed in compliance with NYC Building Code requirements. Submit four (4) complete sets of pre-demolition photographs, in the format specified herein, to the Resident Engineer for submission to the Department of Buildings.

3.3 PERIODIC CONSTRUCTION PROGRESS PHOTOGRAPHS:

A. Take photographs of minimum eight (8) views bi-weekly as directed by the Resident Engineer of construction progress for each contract trade. Select vantage points to show status of construction and progress since last photographs were taken.

3.4 SPECIAL PHOTOGRAPHS:

A. The photographer shall take special photographs of subject matter or events as specified in other sections of the Project Specifications from vantage points specified or as otherwise directed by the Resident Engineer.

B. Historical Elements: As required in Section 01 35 91, HISTORIC TREATMENT PROCEDURES, for Contract work at designated landmark structures or sites the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, shall take images of existing elements scheduled to be removed for replacement, repair or replication in quantities as directed, including post-construction photographs of completed work as directed by the Commissioner.

1. Take Presentation Quality Photographs of designated landmark structures as directed by the Commissioner for submission to the New York City Landmarks Preservation Commission. Provide a minimum of four color photographic prints of each view as directed.

3.5 DVD RECORDING:

A. When DVD Recording of Demonstration and Training sessions is required for Non-Commissioned projects the Contractor shall provide the services of a Videographer as indicated in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:

A. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. Submit four (4) sets of each view of Presentation Quality photographic prints including negatives and/or digital images electronic file

END OF SECTION 01 32 33

No Text

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART I – GENERAL:

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Coordination Drawings, Catalogue Cuts, Material Samples and other submittals required by the Contract Documents.

B. Review of submittals does not relieve the Contractor of responsibility for any Contractor's errors or omissions in such submittals, nor from responsibility for complying with the requirements of the Contract.

C. Responsibility of the Contractor: The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.

D. This Section includes the following:
1. Definitions
2. Submission Procedures
3. Coordination Drawings
4. LEED Submittals
5. Ultra Low Sulfur Diesel Fuel Reporting
6. Construction Photographs and DVD Recordings
7. As-Built Documents

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
D.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
G.	Section 01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or

combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Submittals: Written and graphic information that requires responsive actions and includes without limitation all shop drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.

D. Informational Submittals: Written information that does not require responsive action. Submittals may be rejected for non-compliance with the Contract.

E. Shop Drawings: Include drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the project by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.

F. Coordination Drawings: As required in Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.

G. Product Data and Quality Assurance Submittals: Includes manufacturer's standard catalogs, pamphlets and other printed materials including without limitation the following:

1. Catalogue and Product specifications
2. Installation instructions
3. Color charts
4. Catalog cuts
5. Rough-in diagrams and templates
6. Wiring diagrams
7. Performance curves
8. Operational range diagrams
9. Mill reports.
10. Design data and calculations
11. Certification of compliance or conformance
12. Manufacturer's instructions and field reports

1.5 COORDINATION DRAWINGS:

A. The Contractor shall provide reproducible Coordination Drawing(s) of the reflective ceiling showing the integration of all applicable contract work, including general construction work as well as trade work (Plumbing, HVAC, and Electrical) to be performed by subcontractors. The Coordination Drawing(s) shall include, without limitation, the following information:
   1. General Construction work showing the reflective ceiling plan including starting points, ceiling and beam soffits elevations, ceiling heights, roof openings, etc.
   2. HVAC Contract work showing ductwork, heating and sprinkler piping, location of grilles, registers etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column centerlines and/or walls.
   3. Plumbing Contract work including piping, valves, cleanouts etc., indicating locations and elevations and shall indicate the necessary access doors.
   4. Electrical Contract work indicating fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.

B. The Contractor shall issue the completed Coordination Drawing(s) to the Resident Engineer for his/her review. The Resident Engineer may call as many meetings as necessary with the Contractor, including

attendance by applicable subcontractors, and may call on the services of the Design Consulting where necessary, to resolve any conflicts that become apparent.

C. Upon resolution of any conflicts, the Contractor shall provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) shall be signed and dated by the Contractor to indicate acceptance of the arrangement of the work.

D. A reproducible copy of the Master Coordination Drawing(s) shall be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.

E. Shop Drawings shall not be submitted prior to acceptance of the final coordinated drawings and shall be prepared in accordance with the Master Coordination Drawing(s). No work will be permitted without accepted Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

1.6 SUBMITTAL PROCEDURES:

A. Refer to Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS and Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS for additional submittal requirements involving electrical and mechanical work or equipment of any nature called for the project.

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 activities, with the Submittal Schedule specified in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.
2. 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.
3. The Commissioner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: The Submittals Schedule is set forth in Schedule F, which is included in the Addendum.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Design Consultant.
3. Include the following minimum information on label for processing and recording action taken:
   a. Project name, DDC Project Number and Contract Number
   b. Date.
   c. Name and address of Design Consultant.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Location(s) where product is to be installed, as appropriate.
   l. Other necessary identification.

E. Transmittal:

1. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form in triplicate. Transmittals received from sources other than the

Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

2. Transmittal Form: Provide locations on form for the following information:

   a. Project name, DDC Project number and Contract Number
   b. Date.
   c. Destination (To:).
   d. Source (From:)
   e. Names of Contractor, subcontractor, manufacturer, and supplier.
   f. Category and type of submittal.
   g. Submittal purpose and description.
   h. Specification Section number and title.
   i. Drawing number and detail references, as appropriate.
   j. Transmittal number, numbered consecutively.
   k. Submittal and transmittal distribution record.
   l. Remarks.
   m. Signature of transmitter.

F. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking and Returning all Shop Drawings shall be, generally, as follows:

   a. The Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractor to determine dimensions and conditions in the field, particularly with reference to coordination between the trade subcontractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Design Consultant in accordance with the requirements of these General Conditions. The Contractor shall also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol "sub" be used to identify the source of the correction or information that has been added.

      The Contractor shall:

      1. Review and be responsible to the Commissioner, for information shown on its subcontractor's Shop and Installation drawings and manufacturers' data, and also for conformity to Contract Documents.
      2. "Ring Up" corrections made on all submissions for approval, so as to be readily seen, and that the symbol "GC", "PL", "HVAC" or "EL" be used to indicate that the correction and/or information added was made by the Contractor and/or its subcontractor(s).
      3. Clearly designate which entity is to perform the work when the term, "work by others" or other similar phrases are indicated on the Contract Drawings before submission to the Design Consultant.
      4. Stamp submissions "Recommended for Acceptance", date and forward to the Design Consultant.

2. The Contractor shall promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications, Schedule F of the Addendum or as required. These Shop Drawings shall be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings shall be accurate and distinct and give all the dimensions required for the fabrication, erection and installation of the work.

3. Size of Drawings: The Shop Drawings, unless otherwise directed, shall be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.

4. Scope of Drawings: Shop Drawings shall be numbered consecutively and shall accurately and distinctly represent all aspects of the work, including without limitation the following:

   a. All working and erection dimensions.
   b. Arrangements and sectional views.
   c. Necessary details, including performance characteristics, and complete information for making necessary connections with other work.
   d. Kinds of materials including thickness and finishes.
   e. Identification of products.
   f. Fabrication and installation drawings.
   g. Roughing-in and setting diagrams.
   h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   i. Shop work manufacturing instructions.
   j. Templates and patterns.
   k. Schedules.
   l. Design calculations.
   m. Compliance with specified standards.
   n. Notation of coordination requirements.
   o. Notation of dimensions established by field measurement.
   p. Relationship to adjoining construction clearly indicated.
   q. Seal and signature of professional engineer if specified.
   r. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
   s. All other information necessary for the work and/or required by the Commissioner.

5. Titles and Reference: Shop Drawings shall be dated and contain:
   a. Name of the Project, DDC Project Number and Contract Number.
   b. The descriptive names of equipment, or materials covered by the Contract Drawings and the classified item number or numbers, if any, under which it is, or they are required.
   c. The locations or points and sequence at which materials, or equipment, are to be installed in the work.
   d. Cross references to the section number, detail number and paragraph number of the Contract Specifications.
   e. Cross references to the sheet number, detail number, etc., of the Contract Drawings.

6. Field Measurements: In addition to the above requirements, the Shop Drawings shall be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing shall be stamped with the following wording:

   FIELD MEASUREMENTS: The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, which said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

7. Contractor's Statement with Submittal: Any Submittal by the Contractor for acceptance, including without limitation, all dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the work or any part thereof, must be accompanied by a statement that the Submittal has been examined by the Contractor and that everything shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If there is any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, the Contractor shall, in its statement, list and clearly describe each such discrepancy.

   Acceptance will be given based upon the Contractor's representation that what is shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If

the Contractor's statement indicates any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, such change is subject to review and prior written acceptance by the Design Consultant. In addition, such change may require a change order in accordance with Article 25 of the Contract. In the event any such change is approved, any additional expense or increased cost in connection with the change is the sole responsibility of the Contractor.

8. Submission of Shop Drawings:

   a. Initial Submission: The Contractor shall submit seven (7) copies of each Shop Drawing to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be stamped "No Exceptions Taken", be dated and distributed by the Design Consultant as follows:
      1) Two (2) copies thereof will be returned to the Contractor by letter.
      2) Three (3) copies of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DDC.
      3) One copy will be retained by the Design Consultant.
      4) One copy will be forwarded / retained by sub-consultant(s) as appropriate.

      Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.

   b. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each shop drawing to the Design Consultant. The Contractor shall revise and resubmit the Shop Drawing as required by the Design Consultant until the Shop Drawings are stamped "No Exceptions Taken". However, Shop Drawings which have been stamped "Make Corrections Noted" shall be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.

   c. Commencement of Work: No work or fabrication called for by the Shop Drawings shall be done until the acceptance of the said drawings by the Design Consultant is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other subcontractors shall be transmitted to the subcontractors so affected. [These accepted Shop Drawings shall be distributed to the affected subcontractors when required with a copy of the transmittal to the Resident Engineer.]

   d. Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

G. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified in Sub-Section 1.6 F, Shop Drawings.

2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

3. Mark each copy of each submittal to show which products and options are applicable.

4. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

5. Submit Product Data before or concurrent with Samples.

6. Submission of Product Data:

   a. Initial Submission: The Contractor shall submit seven (7) sets of Product Data to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Product Data to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory catalogue cut will be stamped "No Exception Taken", be dated and distributed as follows:

      1) Two (2) copies thereof will be returned to the Contractor by letter.

      2) Three (3) copies of the Product Data and copy of the transmittal letter to the Contractor will be forwarded to DDC

      3) One copy will be retained by the Design Consultant.

      4) One copy will be forwarded / retained by sub-consultant(s) as appropriate.

      Should the Product Data be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return one (1) set of such Product Data to the Contractor with the necessary corrections and changes to be made indicated and one (1) set to DDC.

7. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor shall revise and resubmit the Product Data as required by the Design Consultant until the submission is stamped "No Exceptions Taken" by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.

H. Samples of Materials:

1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.

2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.

3. Each of the samples shall be labeled as follows:

   a. Name of the Project, DDC Project Number and Contract Number.
   b. Name and quality of the material.
   c. Date.

d. Name of Contractor, subcontractor, manufacturer and supplier.
e. Related Specification or Contract Drawing reference to the samples submitted.

4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.

5. Transportation charges to the Design Consultant's office must be prepaid on all samples forwarded.

6. Samples for testing purposes shall be as required in the Specifications.

7. Samples on Display: When samples are specified to be equal to approved product, they shall be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.

8. Timely Submissions Log/Schedule: Samples shall be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials shall be furnished equal in every respect to the accepted samples.

9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the project.

10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.

11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.

12. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.

13. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard shall be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information shall include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 1.6 herein.

C. Number of Copies: Submit FOUR (4) copies of LEED submittals, in accordance with procedure described in Sub-Section 1.6 herein, unless otherwise indicated.

1. LEED Submittals shall be clearly marked "LEED".

D. Material Safety Data Sheets (MSDSs) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Design Consultant's review for LEED compliance.

1. Designated LEED submittals that include non-LEED MSDS data will not be reviewed. The entire submittal will be returned for re-submission.

E. Product Cut Sheets and/or Shop Drawings for LEED Certification: Provide product cut sheets and/or shop drawings with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project. For detailed requirements refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

A. Submit construction progress photographs and DVD recordings in accordance with requirements of Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION

1.10 AS-BUILT DOCUMENTS:

A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 35 03
GENERAL MECHANICAL REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 03

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. The General Mechanical Requirements contained herein shall be followed by the Contractor, as well as its subcontractor for HVAC work. This Section sets forth the General Requirements applicable to mechanical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS
D. Section 01 42 00 REFERENCES
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. CONCEALED PIPING AND DUCTS -: shall mean piping and ducts hidden from sight in masonry or other construction, in floor fill, trenches, partitions, hung ceilings, furred spaces, pipe shafts and in service tunnels not used for passage. Where piping and ducts run in areas that have hung ceilings, such piping and ducts shall be installed in the hung ceilings. For work on existing piping any insulation on such existing piping is to be tested for asbestos and abated, if found to be positive by a certified asbestos contractor. Such testing and abatement shall occur prior to the performance of any work on these pipes.

1.5 SUBMITTALS:

A. INTENT OF MECHANICAL CONTRACT DRAWINGS – Mechanical Contract Drawings are in part diagrammatic and show the general arrangement of the equipment, ducts and piping included in the Contract and the approximate size and location of the equipment.

B. The Contractor shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The Contractors shall submit, as directed, Mechanical Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.

2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate shop drawings with related trades prior to submission.

3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.

4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

1.6 ACCESSIBILITY:

All work shall be installed by the Contractor so as to be readily accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they shall not be made without approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

Wherever field conditions are such that for proper execution of the work, reasonable changes in location of piping, ducts and equipment are necessary and required, the Contractor shall make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

Piping, ducts and equipment shall be thoroughly cleaned by the Contractor of all dirt, cuttings and other foreign substances. Should any pipe, duct or other part of the several systems be obstructed by any foreign matter, the Contractor will be required to pay for disconnecting, cleaning and reconnecting wherever necessary for the purpose of locating and removing obstructions. The Contractor shall pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts and equipment the Contractor shall pay special attention during this task so as not to disturb the insulation on such piping, ducts or equipment.

1.9 STANDARDIZATION OF SIMILAR EQUIPMENT:

Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures shall be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

A. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.

B. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the New York City Construction Codes for average concrete.

C. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.

D. Drawings and calculations shall be submitted for review and acceptance in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1.11 ELIMINATION OF NOISE:

A. All systems and/or equipment provided under the Contract shall operate without objectionable noise or vibration.

B. Should operation of any one or more of the several systems produce noise or vibration which is, in the opinion of the Commissioner, objectionable, the Contractor shall at its own expense make changes in piping, equipment, etc. and do all work necessary to eliminate objectionable noise or vibration.

C. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from systems and/or equipment installed under the Contract, the Contractor shall at its own expense install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of this noise or vibration.

1.12 PRELIMINARY FIELD TEST:

As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall make, preliminary field tests of the equipment to ascertain compliance with the requirements of the Contract. If the preliminary field tests disclose equipment that does not comply with the Contract, the Contractor shall, prior to the acceptance test, make all changes, adjustments and replacements required.

1.13 INSTRUCTIONS ON OPERATION:

At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time called for in the Specifications.

1.14 CERTIFICATES:

On completion of the work, the Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03

No Text

SECTION 01 35 06
GENERAL ELECTRICAL REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section sets forth the General Requirements applicable to electrical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Project Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.

B. This Section includes the following:

1. Procedure for Electrical Approval
2. Submittals
3. Electrical Installation Procedures
4. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
5. Electrical Wiring Devices
6. Electrical Conductors and Terminations
7. Circuit Protective Devices
8. Distribution Centers
9. Motors
10. Motor Control Equipment
11. Schedule of Electrical Equipment

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 33 00	SUBMITTAL PROCEDURES
C.	Section 01 35 03	GENERAL MECHANICAL REQUIREMENTS
D.	Section 01 42 00	REFERENCES
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. WIRING: means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).

B. POWER WIRING: means wiring from a panel board or other specified source to a starter (if required) then to a disconnect (if required), then to the final point of usage such as a motor, unit or device.

C. CONTROL and/or INTERLOCK WIRING: means that wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a temperature, smoke, pressure, float,

etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.

D. RIGID STEEL CONDUIT: shall mean rigid steel, heavy wall conduit that is hot dipped galvanized inside and outside. The conduit shall meet the requirements of the latest edition, as amended, of the "Standard for Rigid Steel Conduit" of the Underwriters' Laboratories, Inc. Unless otherwise specified in the Specifications or indicated on the Contract Drawings, rigid steel conduit shall be used for all exposed work, for all underground conduits in contact with earth and for fire alarms systems, as required by the New York City Construction Codes.

E. ELECTRICAL METALLIC TUBING (EMT): shall mean industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system shall be compatible for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT shall meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing of the Underwriters Laboratories Inc." EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.

F. FLEXIBLE METALLIC CONDUIT (FMC): Shall mean a conduit made through the coiling of a self-interlocking ribbed strip of aluminum or steel, forming a hollow tube through which wires can be pulled. For final connections to motors and motorized equipment, not more than a 4' - 0" length of flexible conduit may be used. For watertight installations, this conduit shall be of a watertight type, attached with watertight glands or fittings for final connections from outlet box to recessed lighting fixtures and in locations only where specifically permitted by the Specifications or Contract Drawings.

1.5 PROCEDURE FOR ELECTRICAL APPROVAL:

This Sub-Section sets forth General Electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in the work of other trade subcontractors.

A. ELECTRIC SERVICE: The electric service supply is subject to commercial and operating variation of the utility company. Proper provision shall be made to have all apparatus operate normally under these conditions.

B. ACCEPTANCE: Acceptance and approval of the work will be contingent upon the inspection and test of the installation by the City regulatory agency.

C. TESTS: The Contractor shall notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the work tests shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall furnish all labor and material for such tests. Should the tests show that any of the material, appliances or workmanship is not first class or not in compliance with the Contract, the Contractor on written notice shall remove and promptly replace them with other materials in conformity with the Contract.

D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): The Contractor must file prior to requesting a substantial completion inspection a Certificate of Inspection issued by B.E.C. On completion of the work the Contractor shall obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES.

E. RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT:

1. The Contractor furnishing any equipment shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.

2. After delivery and before and after installation, the Contractor shall protect all equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for work, which is not immediately installed. If any equipment has been subject to possible injury by water, it shall be thoroughly dried out and put through a special dielectric test as directed by the Commissioner, at the expense of the Contractor or replaced by the Contractor without additional cost to the City.

F. UNIFORMITY OF EQUIPMENT: Any two (2) or more pieces of equipment, apparatus or materials of the same kind, type or classification which are intended to be used for identical types of service, shall be made by the same manufacturer.

1.6 SUBMITTALS:

A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:

1. The Contractor shall submit to the Commissioner for approval, in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, installation layouts showing all details and locations and including all schedules, and descriptions and supplementary data to comprise complete working drawings and instructions for the performance of the work. A description of the operation of the equipment and controls shall be included. A letter, in triplicate, shall accompany each submittal.

2. The Contractor shall submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, duplicate samples of such materials and appliances as may be requested by the Commissioner for approval. These samples shall be properly tagged for identification and submitted for examination and test. After the samples are approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner's representative for inspection use. After the Contract is completed, the second set of samples will be returned to the Contractor.

B. TIMELINESS: All material shall be submitted in accordance with the submittal schedule in sufficient time for the progress of construction. Failure to promptly submit acceptable samples and dimensional drawings of equipment will not be accepted as grounds for an extension of time. The Commissioner may decline to consider submittals unless all related items are submitted at the same time.

C. CONTRACTOR'S STATEMENT WITH SUBMITTALS: Contractor shall submit statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

D. BULLETINS AND INSTRUCTIONS: The Contractor shall furnish and deliver to the Commissioner in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS and Section 01 77 00, CLOSEOUT PROCEDURES, after acceptance of the work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 ELECTRICAL INSTALLATION PROCEDURES:

This Sub-Section sets forth the General Installation Procedure that shall apply to all electrical work and electrical equipment appearing in the Contract.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INTENT OF CONTRACT DOCUMENTS: The Drawings and Specifications are to be interpreted as a means of conveying the scope and intent of the work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor shall provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits Working or Shop Drawings for approval to DDC. Whenever there are two (2) or more methods to complete project work within the Contract scope, the Commissioner reserves the right to choose that method which, in the Commissioner's opinion, will afford the most satisfactory performance, lasting qualities, and accessibility for repairs, even though this selection is the most costly.

B. SCHEMATIC PLANS – APPROXIMATE LOCATIONS: Conduits and wiring are shown on the plans for diagrammatic purposes only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the work, to furnish and install all hangers and pull-boxes, including any special pull-boxes found necessary to overcome interferences, and to facilitate the pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are only approximate and are to be definitively established when equipment Shop Drawings are submitted and approved by DDC during construction.

C. SLEEVES: required for conduits passing through walls or floors, shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12 inches in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and shall extend one (1) inch above finished floor.

D. COORDINATION: The Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its work in ample time before project construction operations obstruct its work. The Contractor is to consult all other Contract Drawings, as well as approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions and errors in the electrical installation.

E. RESTORATION: If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface shall be repaired or replaced by the Contractor. The Contractor shall be held responsible for corrective restoration due to its cutting or drilling, and for any damage to the project or its contents caused by the Contractor or the Contractor's workers. If any piercing of waterproofing occurs because of the installation of the work, the Contractor shall restore the waterproofing, at its own expense, to the satisfaction of the Commissioner.

F. ELECTRICAL WORK AT SITE: The Contractor furnishing equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other work required to be done on this unit in the field, shall be borne by the Contractor, without additional cost to the City.

G. COOPERATION AMONG SUBCONTRACTORS: Whenever an electrically operated unit or system involves the combined work of several subcontractors for its installation and successful operation, th

Contractor shall require each subcontractor to exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET):

This Sub-Section sets forth the requirements applying to the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall be interpreted to mean, rigid steel, heavy wall, threaded conduit.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INSTALLATIONS AND APPLICATIONS:

1. Unless otherwise specified or indicated on the Contract Drawings, conduit runs shall be installed concealed in finished spaces.
2. CONDUIT SIZES: The sizes of conduit shall be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. UNDERGROUND STEEL CONDUITS: Unless otherwise specified, all underground steel conduits in contact with earth shall be encased by the Contractor who installs them, in a covering of not less than two (2) inches of an approved concrete mixture. Concrete mix shall be one (1) part cement to four and one-half (4 ½) parts of fine and coarse aggregate.
6. EXCAVATION RESTORATION PERMITS: When installing underground conduits, duct banks or manholes the Contractor shall perform the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the work, the Contractor shall provide adequate crossovers, protective barriers, lamps, flags, etc., to safeguard traffic and the public. When the work is in a public highway or street, the Contractor shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. EXPOSED CONDUIT SUPPORTS: Exposed conduit shall be supported by Galvanized hangers with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five (5) feet.
8. Exposed conduit shall be installed parallel or at right angles to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.

9. The conduit shall be installed with an approved expansion joint:

   a. Wherever the conduit crosses a building expansion joint the Contractor will be held responsible for determining where the building expansion joints are located.

   b. Every 200 feet, when in straight runs of 200 feet or longer.

10. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entries into floating slabs are not permitted.

11. Conduit installed in pipe shafts shall be properly supported to carry the total weight of the raceway system complete with cable. In addition at least one (1) horizontal brace per 10 ft. section shall be provided to assure stability of the raceway system.

12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.

13. CONDUIT BENDS: shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two (2) inch in diameter or larger shall be made with an hydraulic or power pipe bender. The radius of the inner edge of any bend shall not be less than six (6) times the internal diameter of the conduit where rubber covered conductors are to be installed, and not less than 10 times the internal diameter of the conduit where lead covered conductors are to be used. Long gradual sweeps will be required, rather than sharp bends, when changes of direction are necessary.

14. EMPTY CONDUITS

   a. TESTS: All conduits and ducts required to be installed and left empty shall be tested for clear bore and correct installation by the Contractor using a ball mandrel and a brush and snake before the installation will be accepted. The ball shall be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel shall be cleared at once with the Contractor bearing all costs, such as chopping concrete, to replace the defective conduit and restore the surface to its original condition.

   b. TAGS: Numbers or letters shall be assigned to the various conduit runs, and as they test clear they shall be identified by a fiber tag not less than 1-¼ inch width, attached by means of a nylon cord. All conduit terminations in panel, splice or pull boxes as well as those out of the floor or ceiling shall be tagged.

   c. TEST RECORDS: As the conduit runs clear, a record shall be kept under the heading of "Empty Conduit Tested, Left Clear, Tagged and Capped" showing conduit designation, diameter, location, date tested and by whom. When complete, this record shall be signed by the Resident Engineer and submitted in triplicate for approval. This record shall be entered on the Contract Record Drawings under Section 01 78 39, CONTRACT RECORD DOCUMENTS.

   d. CAPPING: All empty conduit and duct openings, after test, shall be capped or plugged by the Contractor as directed.

   e. DRAG LINES: A drag line shall be left in all empty conduit.

B. BOXES:

1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes shall be Galvanized coated and shall be built of No. 12 USSG steel reinforced at corners by substantial angle irons and riveted or welded to plates. Bottom or sid

of pull boxes shall be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations shall have threaded hubs and gaskets and be NEMA 4X. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.

2. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precaution should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to exercise precaution must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.

3. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.

4. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.

5. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall be located as directed.

6. MOUNTING HEIGHTS: The following heights are standard heights and are subject to correction due to coordination with Contract Drawings. All such changes must be approved by the Resident Engineer. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.

a.	General Convenience Outlets (mount vertical)	1'-6"
b.	Clock Outlets	8'-6"or 1'-6" below ceiling
c.	Wall Lighting Switches	4'-0"
d.	Motor Controllers	5'-0"
e.	Motor Push-button	4'-2"
f.	Telephone Outlets	As Directed
g.	Fire Alarm Bells	8'-6"or 1'-6" below ceiling
h.	Fire Alarm Stations	4'-0"
i.	Intercom Outlet	1'-6"
j.	Cooking and Refrigerator Unit	As Directed

7. Outlet boxes shall be of approved design and construction; of form and dimensions suited and adapted to its specific location; the kind of fixture to be used and the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.

8. There shall be knockouts opened only for the insertion of conduit. Any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor without additional charge.

9. All outlet boxes and junction boxes for exposed work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.

10. Junction boxes shall not be less than 4 11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.

11. FIXTURE SUPPORTS: Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.

12. Outlet boxes exposed to the weather or indicated W.P. shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall be appropriate in size, non-corrodible and not less than four (4) in number for each box opening.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 ELECTRICAL WIRING DEVICES:

A. WALL SWITCHES shall be of the best specification grade, quiet type, and shall have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the tumbler type, single pole. Switches of the 3-way type shall have a similar rating.

B. RECEPTACLES:

1. CONVENIENCE OUTLETS: shall be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It shall have a grounding pole that shall be grounded to the conduit system. Receptacles shall be capable of both back and side wiring and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5262 or approved equal.

2. HEAVY DUTY RECEPTACLE OUTLETS: shall have the Ampere rating and the number of poles specified on the Contract Drawings and shall be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet shall have a grounding pole, which shall be grounded to the conduit system.

3. FLOOR RECEPTACLES: shall be Russell & Stoll #3040 or approved equal, to fit into floor box previously specified.

4. NAMEPLATES: are required for all receptacles other than 120V.

C. CLOCK HANGERS: Clock outlets for surface type clocks shall be equipped with a supporting hook and recessed faceplate to conceal the electrical cord.

D. WATERTIGHT DEVICES: For installations exposed to weather or in damp locations, the devices shall be in a gasketed, cast iron enclosure.

E. PLATES:

1. Every convenience outlet and switch outlet shall be covered by means of a stainless steel No. 302 - 0.4" antimagnetic plate with an approved finish, unless provided otherwise in the detailed Specifications.

2. Where two (2) or three (3) switches are grouped together, a single faceplate shall be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 ELECTRICAL CONDUCTORS AND TERMINATIONS:

A. CONDUCTORS FOR LIGHT AND POWER - All wire and cable shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees C. f

both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NYCEC. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall be equal to UL Type USE and rated for 600 volts at 75 degrees C. for both wet and dry locations.

B. FIXTURE WIRE: Lighting fixtures shall be wired with No. 14 gauge wire designated as AWM and rated at 105 degrees C.

C. OTHER TYPES: Cables and wires for interior communication systems are described in applicable detailed Specifications.

D. MINIMUM SIZE: Conductors smaller than No. 12 AWG shall not be used for light or power.

E. COLOR CODE: Wires shall have a phase color code, and multiple conductor cables shall be color coded.

F. CABLE DATA: The Contractor shall submit for approval the following information for each size and type of cable to be furnished.

1. Manufacture of Cable - Location of Plant.
2. Minimum insulation resistance at standard test temperature.
3. Days required for delivery to site of work after order to proceed with manufacture.

G. ORIGINAL REELS: Cable and wire shall be delivered to the site of the work on original sealed factory reels.

H. WIRE INSTALLATION:

1. INSTALL WIRES AFTER PLASTERING - Feeder and branch circuits wiring shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
2. CONDUIT SECURED IN PLACE - No conductor shall be pulled into any conduit run before all joints are made up tightly and the entire run rigidly secured in place.
3. WIRE ENDS - All wires shall be left with sufficiently long ends for proper connection and stowing.
4. PULLING COMPOUNDS - When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
5. PRESSURE CONNECTORS - for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be O.Z., Burndy, National Electric Products or approved equal.
6. Splices and feeder taps in the gutters of panel boxes shall be made by means of pressure plate type connectors encased in composition covers as manufactured by O.Z., Burndy, National Electric Products or approved equal.
7. Splices in branch wiring for sound systems and fire systems, shall be first made mechanically secure, then soldered and taped.
8. In lieu of soldered splices (except for sound and Fire Systems, which must have soldered splices) the following alternates are acceptable for operating temperatures up to 105 degrees C., for fluorescent fixtures and for the splicing of branch circuit wiring up to No. 8 AWG wire:

a. Mechanical splices made with mechanical connectors as manufactured by the Minnesota Manufacturing Company "Scotchlock" or approved equal. Mechanical connectors requiring a special tool (pressure connectors, insulators and locking rings) by Buchanan or approved equal. The tool used for connector application shall be as approved by the connector manufacturer.

b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.

9. TAGS: All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fiber and have the feeder designation and size stamped thereon.

10. BRANCH CIRCUIT WIRING:

a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor shall provide wire ends long enough for convenient connection to device.

b. NEUTRALS: No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.

I. TERMINATIONS

1. LUGS: All lugs for all devices and all cable terminations shall be copper. AL/CU rated lugs will not be permitted. The only exception to this requirement is when the particular device is not manufactured with copper lugs by any manufacturer. Lugs for No. 6 AWG cable and larger shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger shall be fastened with two (2) bolts.

2. All lugs shall be of the proper size to accept the cable connected to them. Any subcontractor furnishing a device containing lugs is to coordinate with the Contractor to insure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 CIRCUIT PROTECTIVE DEVICES:

This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panel boards and Service Entrance.

A. CIRCUIT BREAKERS:

1. CIRCUIT BREAKERS: shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall be trip free, preventing contacts from being held in closed position against abnormal overloads or short circuits. Positive visual indication of automatic tripped position of breaker shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.

2. TRIP RATING: Circuit breakers shall be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on Contract Drawings or indicated in the Specifications.

3. POLE BARRIER: Multipole pole breakers shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.

4. ELEMENTS: Multipole circuit breakers shall have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation shall have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specific Requirements or indicated on the Contract Drawings.

5. For circuit breakers with frame size up to and including 225 Amperes, the breakers may be provided with non-interchangeable trip elements. For frame ratings above 225 Amperes, the breakers shall be provided with interchangeable trip elements, which can be replaced readily.

6. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 Amperes, and shall be rated at 125 volt A.C. with a NEMA interrupting rating of 10,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.

7. INVERSE TIME ACTION: The circuit breakers shall be dual element type, one (1) element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached and the other with instantaneous trip action. Inverse time delay action shall be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.

8. CONSTANCY OF CALIBRATION: The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.

9. CONTACTS: shall be non-welding under operating conditions and of the silver to silver type.

10. TEMPERATURE RISE: Current carrying parts, except thermal elements, shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.

11. NUMBERING: Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall be indicated on each breaker.

B. SAFETY SWITCHES:

NEMA TYPE HD: When safety switches are permitted to be used for service entrance, motor disconnecting means or to control other types of electrical equipment, they shall be of the type HD of a rating not less than 30 Amperes. Enclosures shall be provided with means for locking. For ratings above 60 Amperes terminals shall have double studs.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.6

3.6 DISTRIBUTION CENTERS:

This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

A. PANELBOARDS-GENERAL TYPE: The panel boards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "Circuit Protective Devices."

B. NUMBER AND RATING OF CIRCUIT BREAKERS: The Contract Drawings show a layout of each panel, giving the number, frame, size and trip setting of circuit breakers and number of branch circuits and spare breakers. Each branch circuit shall be distinctly numbered.

C. BUS-BAR CONSTRUCTION AND SUPPORT: Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts, exclusive of circuit breakers, shall be of copper with a minimum number of joints. The bus bar structure shall be a self-supporting unit, firmly fastened to a ½

inch plastic board, extending the full length and width of assembly which shall serve to insulate the bus structure from the back of panel box. Other methods affording equally effective bus structure support and insulation will be given consideration. An insulating barrier shall separate neutral bus from other parts of panel.

D. CIRCUIT BREAKER ASSEMBLY: The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan and secured to the back of panel box. The panel shall have edges flanged for rigidity.

E. PANEL MOUNTING: The panel shall be centered in the panel box to line up with door openings and set level and plumb so that no live parts are exposed with the door open.

F. PANEL CABINET:

1. PANEL CABINET INSTALLATION: When installed surface mounted in panel closets they shall be mounted on Kindorf channel.

2. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the profruding sides of cabinet shall be trimmed with a metal or hardwood return molding of approved design and fastened to cabinet so as to conceal the intersection between the wall and cabinet.

G. NAMEPLATES: Nameplates where required, shall be made of engraved Lamicoid sheet, or approved equal. Letters and numbers shall be engraved white on a black background (except for Firehouse projects which shall have white letters on a red background). The Contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall also be provided at the top of the switchboard or section thereof and on the trim at the top of all lighting and power panels. Similar nameplates shall also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder and the name of the equipment fed.

H. SHOP DRAWINGS: showing all details of boxes, panels, etc., shall be submitted for approval.

I. DIRECTORIES: A directory shall be fastened with brass screws and consist of a noncorrosive metal frame with dimensions not less than five (5) inches x eight (8) inches and a transparent window of Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory shall be typewritten and show the number of each circuit, the name of circuit and lighting or equipment supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.

J. CONSTRUCTION

1. FINISH: Panel boxes, doors and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be NEMA 3X type.

2. PAINTING: Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.7

3.7 MOTORS:

This Section sets forth the general design, construction and performance requirements, which shall apply to all motors furnished in the Contract.

A. MOTOR DESIGN: All motors shall be designed to comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code. In the event of any conflict or inconsistency between such codes, the New York City Energy Conservation Code shall prevail. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in the Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall be designed and rated for 200 volts.

B. STANDARDS OF COMPARISON: In the absence of specific motor specifications, in general, the best standard products of the leading motor manufacturers shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall be deemed to contain the minimum requirements of performance and design.

C. OBJECTIONABLE NOISES: Objectionable noises will not be tolerated and exceptionally quiet motors may be required for certain specified locations. Noise control tests as per the New York City Construction Codes may be performed as directed by the Commissioner. Such motors shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.

D. BEARINGS:

1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors shall also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately 10 ounce capacity, complete with necessary adapters. The Contractor shall also provide 10 pounds of approved gun grease.

2. For any particular unit where sleeve bearings are deemed desirable, permission for their use may be granted by the Commissioner. Motors one (1) horsepower and larger that are equipped with sleeve type bearings shall in addition to having protected accessible fittings for oiling be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.

E. MOTOR TERMINALS AND BOXES: Each motor shall be furnished with flexible leads of sufficient length to extend for a distance of not less than three (3) inches beyond the face of the conduit terminal box. This box shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motors five (5) horsepower. or larger, each terminal shall come with two (2) cast or forged copper pressure type connectors with bolts, nuts and washers. For motors of smaller ratings, connectors of other acceptable types may be furnished. For installations exposed to the weather or moist locations, terminal boxes shall be of cast iron with threaded hubs and gasketed covers. Cover screws shall be of non-corrosive material.

F. MOTOR TEMPERATURE RISES: The motor nameplate temperature rises for the various types of motor enclosures shall be as listed below:

1.	Open Frame	40 degrees C.
2.	Totally enclosed and enclosed fan cooled	55 degrees C.

3.	Explosion proof and submersible	55 degrees C.
4.	Partially enclosed and drip proof	40 degrees C.

The temperature of the various parts of a motor shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall be made by loading the motor to its rated horsepower and keeping it so loaded for the rated time interval or until the temperature becomes constant.

G. SPECIAL CODE INSTALLATIONS: Electrical installations covered by special publications of NBFU and by special City rulings and regulations shall comply in design and safety features with such applicable codes, regulations and rulings, and shall be furnished and installed complete with all accessories and safety devices as therein specified.

H. MOTORS ON LIGHTING PANELS: The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 horsepower.

I. MOTORS RATED: ½ horsepower and larger shall be polyphase.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8

3.8 MOTOR CONTROL EQUIPMENT:

This Section sets forth the requirements for motor controllers and associated devices. Such requirements are applicable to all motor control equipment furnished or installed.

A. MANUFACTURER: All control equipment furnished under the Contract shall be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional horsepower motors driving special equipment, the various units of which have been engineered to obtain specific performance.

B. CONTROL ITEMS REQUIRED: The Contractor furnishing motors shall also furnish therewith complete disconnecting, starting and control equipment as required by the detailed Specifications, the various code authorities and for the successful operation of the driven equipment. These items include circuit breaker, magnetic starter with overload protection and low voltage release or protection, push button stations, pilot lights and alarms, float, pressure, temperature and limit switches, load transfer switches, devices for manual operation and speed controllers, etc. The Contractor shall furnish as many of these items as are required for the successful operation of the driven unit.

1. Where a motor is to be located out of sight of the controller, the Contractor shall furnish an approved disconnecting means to be mounted near motor.

C. TYPES OF STARTERS:

1. SQUIRREL CAGE: A.C. motors of the squirrel cage type, rated from one (1) to 30 horsepower, shall have magnetic across the line starters; motors rated above 30 horsepower shall be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters shall be based on 200V operation.

2. SLIP RING: A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall prevent starting of the motor when the secondary controller is off the initial starting point.

3. MAGNETIC: For fractional horsepower motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are ½ horsepower or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than ½ horsepower or three-phase A.C. motors smaller than one (1) horsepower where manual control is specified may be furnished with starters of togg

switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than ½ horsepower. Means for manual operation shall be provided.

D. DISCONNECTING BREAKER: All motor starters, unless otherwise specified, shall be provided with a disconnecting means in the form of a circuit breaker of the type specified under Article 3.5 CIRCUIT PROTECTIVE DEVICES. This disconnecting means shall be contained in the same housing with the starter and shall be operable from outside. Means shall be provided for locking the handle of the circuit breaker in the "OFF" position if it is desired to take the equipment out of service and prevent unauthorized starting.

E. CONTROL CABINET: DRY LOCATIONS - All starters shall be furnished with general purpose, NEMA Type 1, sheet metal enclosures with hinged covers and baked enamel finish.

F. CONTROL CABINET – WATERTIGHT: In wet locations, cast iron watertight enclosures with threaded hubs, galvanized and gasketed hinged covers shall be provided.

G. 1. PANELS: Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.

2. WIRING AND TERMINALS: Wiring connections for currents of 100 Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall be made with pressure connectors for No. 8 AWG and larger wires, and with grommets for small stranded wires. Except for incoming and outgoing main leads, all connections shall terminate on approved connector blocks, which may be installed on the face of the slab. For small, across the line starters, the above requirements may be modified if satisfactory connections are provided.

3. COPPER BUS: For currents exceeding 100 Amperes, copper bus shall be used in place of wires. The bus shall be constructed of copper rods, tubing or flat strap, bent and shaped properly and securely attached to the slab in a neat and workmanlike manner. The cross section of copper shall provide sufficient areas to keep current density at not more than 1,000 Amperes per square inch.

H. COOPERATION: The Contractor's subcontractor(s) who furnish electrically operated equipment shall give to the Contractor and the Contractor's electrical subcontractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

I. SPARE PARTS:

1. FURNISH: The Contractor shall furnish the following spare parts pertaining to equipment furnished by each subcontractor.

One (1) set of contact fingers and springs and thermal elements for each three (3) (or fraction) of each size of magnetic contactor starter.

One (1) holding coil for each three (3) (or fraction) of each size of magnetic contactor starter.

2. WRAPPER MARKING: All parts shall be delivered to the Resident Engineer neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

END OF SECTION 01 35 06

No Text

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

SECTION 01 35 26
SAFETY REQUIREMENTS PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. The Contractor shall comply with the requirements of "
This document is included in the Information for Bidders

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Safety and Health Requirements, including:

1. Definitions
2. Required Safety Meeting
3. Compliance with Regulations
4. Submittals
5. Personnel Protective Equipment
6. Hazardous Materials
7. Emergency Suspension of Work
8. Protection of Personnel
9. Environmental Protection

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 REQUIRED SAFETY MEETINGS:

A. Prior to commencing construction, the Resident Engineer will schedule and hold a preconstruction kick-off meeting either at DDC's main office or at the Project site with representatives of the Contractor, including the principal on-site project representative and one or more safety representatives, Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract Safety requirements. The Contractor's safety requirements shall be reviewed, and implementation of safety provisions pertinent to the Work shall be discussed.

B. The Contractor is responsible for conducting weekly documented jobsite safety meetings, given to all jobsite personnel including all subcontractors on the project, with the purpose of discussing safety topics and job specific requirements at the DDC worksite.

1.5 COMPLIANCE WITH REGULATIONS:

A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of structures containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirement for CFR Parts 1910 and 1926, and 40 CFR, Parts 61, 261, 761 and 763.

B. Work involving disturbance or dismantling of asbestos or asbestos containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763, as applicable.

C. Work shall additionally comply with all applicable federal, state and local safety and health regulations.

D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.

E. All workers working on the DDC project site are required by NYC Local Law 41 to complete the OSHA 10 –hour training course.

1.6 SUBMITTALS:

A. The Contractor shall submit, to the Resident Engineer, copies of the Safety Program, Site Safety Plan and other required documentation in accordance with the "*New York City Department of Design and Construction Safety Requirements.*"

B. Permits: If hazardous materials are disposed of off-site submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations to the Resident Engineer.

C. Accident Reporting: Submit a copy of each accident report to the Resident Engineer in accordance with the "*New York City Department of Design and Construction Safety Requirements.*"

D. All Asbestos and Lead project regulatory notifications are to be submitted to DDC's Bureau of Environmental and Geotechnical Services (BEGS) through the Resident Engineer.

E. Request for Subcontractor Approval: Any subcontractor performing environmental work shall submit required documentation for approval to perform such work as required by DDC's BEGS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, subpart I, Part 1926, subpart E and other applicable regulations.

2.2 HAZARDOUS MATERIALS:

A. The Contractor shall bring to the attention of the Commissioner, any material encountered during execution of the Work that the Contractor suspects to be hazardous.

B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous. A change to the Contract price may be provided, subject to the applicable provisions of the Contract.

C. If the material is found to be hazardous, the Commissioner may direct the Contractor to remediate the hazard and a change to the Contract price may be provided, subject to the applicable provisions of the Contract.

PART III – EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK:

A. When the Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe condition, at no additional cost to the City.

B. If the Contractor fails to comply promptly, all or part of the Work may be stopped by notice from the Commissioner.

C. When, in the opinion of the Commissioner, the Contractor has taken satisfactory corrective action, the Commissioner shall provide written notice to the Contractor that work may resume.

D. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe condition.

3.2 PROTECTION OF PERSONNEL:

A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor.

B. Whenever practical, the work area shall be fenced, barricaded or otherwise blocked off from the Public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00, TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including, without limitation, the following:

1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
2. Corridors, aisles, stairways, doors and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition or other hazardous activity.
4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers, and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

3.3 ENVIRONMENTAL PROTECTION:

A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.

B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

END OF SECTION 01 35 26

No Text

SECTION 01 35 91
HISTORIC TREATMENT PROCEDURES

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 91

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for the treatment of Landmark Structures and Landmark Quality Structures, as identified in the Addendum. Specific requirements are indicated in other sections of the Specifications.

B. This Section includes, without limitation, the following:

1. Storage and protection of existing historic materials.
2. Temporary protection of historic materials during construction.
3. General Protection
4. Protection during use of heat-generating equipment.
5. Photographic Documentation
6. NYC Landmarks Preservation Commission Final Approval signoffs.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
C. Section 01 33 00 SUBMITTAL PROCEDURES
D. Section 01 77 00 CLOSEOUT PROCEDURES
E. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Landmark Structure or Site: Any building or site which has been designated as a landmark, or any building or site within a landmark district, as designated by the New York City Preservation Commission or the New York State Historic Preservation Office.

D. Landmark Quality Structure: Any building which has been determined by the City to be of landmark quality and/or historical significance

E. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.

F. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

G. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.

H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.

I. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.

J. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.

K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.

L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
   1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
   2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
   3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.

M. Remove: To detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

N. Remove and Salvage: To detach items from existing construction and deliver them to the City ready for reuse.

O. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.

P. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.

Q. Material in Kind: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

1.5 SUBMITTALS:

A. Historic Treatment Program: Submit a written plan for each phase or process, including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work.

B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, submit for Commissioner's approval a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.

C. Qualification Data: For historic treatment specialists as specified and required by individual sections of the project specifications.

D. Photographs for Designated Landmark Structures: Submit photographs in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION and as described in this section.

E. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

1.6 QUALITY ASSURANCE:

A. Special Experience Requirements: Special Experience Requirements may apply to the firm that will provide Historic Treatment Services. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

B. Historic Treatment Preconstruction Conference: The Resident Engineer will schedule and hold a preconstruction meeting at the site in accordance with Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION.

1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.

    a. Record procedures established as a result of the review and distribute to affected parties.

1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS:

A. Removed and Salvaged Historic Materials: As specified and required by individual sections of the project specifications.

B. Removed and Reinstalled Historic Materials: As specified and required by individual sections of the project specifications.

C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by the Commissioner, items may be removed to a suitable, protected storage location during historic treatment and reinstalled in their original locations after historic treatment operations are complete.

D. Storage and Protection: When removed from their existing location, store historic materials, at a location acceptable to the Commissioner, within a weather tight enclosure where they are protected from wetting by rain, snow, or ground water, and temperature variations. Secure stored materials to protect from theft.

1. Identify removed items with an inconspicuous mark indicating their original location.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 PROTECTION, GENERAL:

A. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Temporary Protection of Historic Materials during Construction:

1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.
2. Attachments of temporary protection to existing construction shall be approved by the Commissioner prior to installation.

D. Protect landscape work adjacent to or within work areas as follows:

1. Provide barriers to protect tree trunks.
2. Bind spreading shrubs.
3. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than 8 hours at a time.
4. Set scaffolding and ladder legs away from plants.

E. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work of this Section until the drains are in working order.

1. Provide a method to prevent solids, including stone or mortar residue, from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT:

A. No roofing work requiring the use of an open flame shall be permitted on any Landmark Structure or any Landmark Quality Structure, whose roof or wall structure is made of wood or primarily of wood.

B. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:

1. Obtain Commissioner's approval for operations involving use of open-flame or welding equipment. Notification shall be given for each occurrence and location of work with heat-generating equipment.
2. As far as practical, use heat-generating equipment in shop areas or outside the building.
3. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.

4. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.

5. Remove and keep the area free of combustibles, including, rubbish, paper, waste, etc., within area of operations.

6. If combustible material cannot be removed, provide fireproof blankets to cover such materials.

7. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.

8. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

9. Inspect each location of the day's work not sooner than 30 minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.

C. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

3.3 PHOTOGRAPHIC DOCUMENTATION:

Photographs for Designated Landmark Structures: Show existing conditions prior to any historic treatments, including one overall photograph and two close-up photographs of all areas of work affected. Show one overall photograph and two close-up photographs of all areas of work after the successful execution of all historical treatments.

3.4 NEW YORK CITY LANDMARKS PRESERVATION COMMISSION FINAL APPROVALS SIGNOFF:

For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the work, shall submit to the Commissioner, in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS, all documentation concerning the successful execution of all historic treatments. This shall include, but not be limited to, copies of all before and after photographs of historic treatments, one copy of the Contractor's as-built drawings, copies of testing and analysis results, including cleaning, mortar analysis, pointing mortars and all other information pertaining to work performed under the New York City Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91

No Text

SECTION 01 40 00
QUALITY REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes the following:
   a. Definitions
   b. Conflicting Requirements
   c. Quality Assurance
   d. Quality Control
   e. Approval of Materials
   f. Special Inspections (Controlled Inspection)
   g. Inspections by Other City Agencies
   h. Certificates of Approval
   i. Acceptance Tests
   j. Repair and Protection

B. This Section includes administrative and procedural requirements for quality control to assure compliance with quality requirements specified in the Contract Documents.

C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

D. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

E. Provisions of this Section do not limit requirements for the Contractor to provide quality-assurance and -control services required by the Commissioner or authorities having jurisdiction.

F. Specific test and inspection requirements are specified in the individual sections of the Specifications.

G. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

H. COMMISSIONING: Refer to the Addendum to identify whether this project will be Commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Commissioning: A Total Quality Assurance process that includes checking the design and installation of equipment, as well as performing functional testing of the same to confirm that the installed equipment is operating and in conformance with the Contract Documents and the City's requirements.

1.5 CONFLICTING REQUIREMENTS:

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, the Contractor shall comply with the most stringent requirement as determined by the Commissioner. The Contractor shall refer any uncertainties and/or conflicting requirements to the Commissioner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. The Contractor shall refer any uncertainties to the Commissioner for a decision before proceeding.

1.6 QUALITY ASSURANCE:

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections specify additional requirements.

B. Installer Qualifications: Special Experience Requirements may apply to the firm that will install, erect or assemble specified work required for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

C. Manufacturer Qualifications: Special Experience Requirements may apply to the firm that will manufacture equipment, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

D. Fabricator Qualifications: Special Experience Requirements may apply to the firm that will fabricate material, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum

E. Professional Engineer Qualifications: A professional engineer who is licensed to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by the Resident Engineer.
2. Notify Resident Engineer seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Design Consultant's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise directed or indicated.

1.7 QUALITY CONTROL:

A. City's Responsibilities: Where quality-control services are indicated as the City's responsibility in the Specifications, the City will engage a qualified testing agency to perform these services.

1. COST OF TESTS BORNE BY THE CITY: Where the City directs tests to be performed to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests.
2. The City will furnish the Contractor with names, addresses, and telephone numbers of testing entities engaged and a description of the types of testing and inspecting they are engaged to perform.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.

B. Contractor's Responsibility: Tests and inspections not explicitly assigned to the City are the Contractor's responsibility. Unless otherwise indicated, the Contractor shall provide quality-control services as set forth in the Specifications and those required by Authorities having jurisdiction. The Contractor shall provide quality-control services required by Authorities having jurisdiction, whether specified or not.

1. COST OF TESTS BORNE BY CONTRACTOR – In the case of tests which are specifically called for in the Specifications to be provided by the Contractor or tests which are required by any Authority having jurisdiction, but are not indicated as the responsibility of the City, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The Contractor shall reimburse the City for expenditures incurred in providing tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.
2. Where services are indicated as Contractor's responsibility, the Contractor shall engage a qualified testing agency to perform these quality-control services. Any testing agency engaged by the Contractor to perform quality control services is subject to prior approval by the Commissioner.

3. The Contractor shall not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
4. The Contractor shall notify testing agencies and the Resident Engineer at least 72 hours in advance of the date and time for the performance of Work that requires testing or inspecting.
5. Where quality-control services are indicated as Contractor's responsibility, the Contractor shall submit a certified written report, in triplicate to the Commissioner, of each quality-control service.
6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
7. The Contractor shall submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, the Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results shall be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Retesting/Re-inspecting: Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor shall provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: The Contractor shall cooperate with entities performing required tests, inspections, and similar quality-control services, and shall provide reasonable auxiliary services as requested. The Contractor shall notify the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing entity in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing entities.
6. Design mix proposed for use for material mixes that require control by the testing entity.
7. Security and protection for samples and for testing and inspecting equipment at the Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

2. Coordinate and cooperate with the Commissioning Authority/Agent as applicable for start-up, inspection and functional testing in the implementation of the Commissioning Plan.

G. Manufacturer's Directions: Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Commissioner.

H. Inspection of Material: In the event that the Specifications require the Contractor to engage the services of an entity to witness and inspect any material especially manufactured or prepared for use in or part of the permanent construction, such entity shall be subject to prior written approval by the Commissioner.

1. NOTICE - The Contractor shall give notice in writing to the Commissioner sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a poi

other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.

I. No Shipping Before Inspection: The Contractor shall comply with the foregoing before shipping any material.

J. Certificate of Manufacture: When the Commissioner so requires, the Contractor shall furnish to the Commissioner authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Specifications. These certificates shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as B.S.A., M.E.A., B.E.C. Advisory Board, etc.

K. Acceptance: When materials or manufactured products shall comprise such quantity that it is not practical to make physical tests or chemical analyses directly on the product furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for the acceptance of such material or manufactured product.

L. Testing Compliance: The testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analyses and/or test data and interpreted results thereof.

M. Reports: Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.

N. Rejections: If, in making any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the work and replace it with acceptable material at no additional cost to the City.

O. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

1.8 APPROVAL OF MATERIALS:

A. Local Laws: All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the New York City Construction Codes, Administrative Code and Charter of the City of New York.

B. Approval of Manufacturer: The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Commissioner for approval, as early as possible, to afford proper review and analysis. No manufacturer will be approved for any materials to be furnished under the Contract unless it shall have a plant of ample capacity and shall have successfully produced similar products. All approvals of materials or equipment that are legally required by the New York City Construction Codes and other governing Authorities must be obtained prior to installation.

C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.

D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor shall provide the manufacturer or dealer with such complete information from the

Specifications and Contract Drawings as may in any case be necessary, and in every case the Contractor shall inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.9 SPECIAL INSPECTIONS:

A. SPECIAL INSPECTIONS:

1. Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the New York City Construction Codes, shall be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector shall be an entity compliant with the requirements of the New York City Construction Codes. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring special inspection.
2. Form TR3: Technical Report Concrete Design Mix: The contractor shall be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.
3. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".
5. The contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the work for inspection by the Special Inspector.

1.10 INSPECTIONS BY OTHER CITY AGENCIES:

A. Letter of Completion: Just prior to substantial completion of this Project, the Commissioner will file with the Department of Buildings, an application for a Letter of Completion or a Certificate of Occupancy for the structure.

B. Final Inspections: In connection with the above mentioned application for a Letter of Completion or a Certificate of Occupancy and before certificates of final payments are issued, the Contractor will be required to arrange for all final inspections by the inspection staff of the Department of Buildings, Fire Department or other Governmental Agencies having jurisdiction, and secure all reports, sign offs, certificates, etc., by such inspection staff or other governmental agencies, in order that a Letter of Completion or Certificate of Occupancy can be issued promptly.

1.11 CERTIFICATES OF APPROVAL:

A. Responsibility: The Contractor shall be responsible for and shall obtain all final approvals for the work installed under the Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the work of the Contract.

B. Transmittal: All such certificates shall be forwarded to the Commissioner through the Resident Engineer.

1.12 ACCEPTANCE TESTS:

A. Government Agencies: All equipment and appliances furnished and installed under the Contract shall conform to the requirements of the Specifications, and shall in no event be less than that necessary to comply with the minimum requirements of the law and all of the governmental agencies having jurisdiction.

B. Notice of Tests: Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor shall give written notice to all concerned of the time when these tests will be conducted.

C. Energy: The City will furnish all energy, fuel, water and light required for tests.

D. Labor and Materials: The Contractor shall furnish labor and all other material and instruments necessary to conduct the acceptance tests at no additional cost to the City.

E. Certificates: The final acceptance by the Commissioner shall be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the regulatory agencies having jurisdiction.

F. Results: If the results of tests and Special Inspections indicate that the material or procedures do not meet requirements as set forth on the Contract Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor shall only proceed as directed by the Resident Engineer. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work and any delay caused to the schedule shall be borne by the Contractor.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, the Contractor shall repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

END OF SECTION 01 40 00

No Text

SECTION 01 42 00
REFERENCES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 DEFINITIONS:

REFER TO THE ADDENDUM, Article IX, FOR ADDITIONAL DEFINITIONS AND REVISIONS TO THE CONTRACT AND SPECIFICATIONS.

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import shall mean and intend approved, acceptable or satisfactory to the Commissioner.

C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

D. "DIRECTED," "REQUIRED," ETC.- Wherever reference is made in the Contract to the work or its performance, the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import shall, unless expressed otherwise, imply the direction, requirements, permission, order, designation or prescription of the Commissioner.

E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.

1.3 CODES, AGENCIES AND REGULATIONS:

A.D.A.A.G.	Americans with Disabilities Act (ADA) – Architectural Barriers Act (ABA)
B.G. & E.	Bureau of Gas and Electricity of the City of New York
B.S. & A.	New York City Board of Standards and Appeals
DOE	Department of Energy
E.C.C.C.N.Y.S.	Energy Conservation Construction Code of New York State
EPA	Environmental Protection Administration
N.Y.C.C.C.	New York City Construction Codes – includes:
	New York City Plumbing Code
	New York City Building Code
	New York City Mechanical Code
	New York City Fuel Gas Code
N.Y.S.D.O.L	New York State Department of Labor
N.Y.C.D.E.P	New York City Department of Environmental Protection
N.Y.C.E.C.	New York City Electrical Code
N.Y.C.E.C.C	New York City Energy Conservation Code
N.Y.C.F.C	New York City Fire Code
N.Y.S...D.E.C.	New York State Department of Environmental Conservation
O.S.H.A.	Occupational Safety & Health Administration

1.4 INDUSTRY STANDARDS:

A. STANDARD REFERENCES – Unless otherwise specifically indicated in the Contract Documents, whenever reference is made to the furnishing of materials or testing thereof that conforms to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification adopted and published by that technical society, organization or body, as of the date of the bid opening, unless the provisions of the New York City Construction Codes adopt a different or earlier dated version of such standard.

B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

C. CONFLICTING REQUIREMENTS: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirements. Immediately refer uncertainties, and requirements that are different but apparently equal, to the Commissioner in writing for a decision before proceeding.

D. STANDARD SPECIFICATIONS - When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.

E. REFERENCES - Reference to a technical society, organization or body may be made in the Specifications by abbreviations. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated name. The following names are subject to change and are

believed, but are not assured, to be accurate and up-to-date as of the Issue Date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AGMA	American Gear Manufacturer Association
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)

ALSc	American Lumber Standard Committee, Incorporated
ALI	Automotive Lift Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE/SEI	American Society of Civil Engineers, Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWSC	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)

BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Charted Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)

DASMA	Door and Access Systems Manufacturer's Association International
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce – National Institute of Standards and Technology
EIA	Electronic Industries Alliance
DOJ	U.S. department of Justice
EIMA	EIFS Industry Members Association
DOL	U.S. Department of labor
EJCDC	Engineers Joint Contract Documents Committee
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEME	Federal Emergency Management Agency
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FMRC	Factory Mutual Research (Now FMG)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)
GS	Green Seal
GSI	Geosynthetic Institute

HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
HUD	U.S. Department of Housing and Urban Development
IAPMO	International Association of Plumbing and Mechanical Officials
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICC	International Code Council, Inc.
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association

MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NIS	National Institute of Standards and Technology
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek)
PCI	Precast / Pre-stressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PPS	Power Piping Society
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMI	Rack Manufacturers Institute
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)

SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCS	Scientific Certification System
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SHBI	Steel Heating Boiler Institute
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society

TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
ULC	Underwriters Laboratories of Canada
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USC	United States Code
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety **Council** (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WRI	Wire Reinforcement Institute, Inc.
USEPA	United States Environmental Protection Agency
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 42 00

No Text

SECTION 01 50 00
TEMPORARY FACILITIES, SERVICES AND CONTROLS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
   a. Temporary Water System
   b. Temporary Sanitary Facilities
   c. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
   d. Temporary Heat
   e. Dewatering Facilities And Drains
   f. Temporary Field Office for Contractor
   g. Resident Engineer's Office
   h. Material Sheds
   i. Temporary Enclosures
   j. Temporary Partitions
   k. Temporary Fire Protection
   l. Work Fence Enclosure
   m. Rodent and Insect Control
   n. Plant Pest Control Requirements
   o. Project Identification Signage
   p. Security Guards/Fire Guards on Site
   q. Project Sign and Rendering
   r. Safety

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 42 00 REFERENCES
C. Section 01 54 11 TEMPORARY ELEVATORS AND HOISTS
D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
E. Section 01 77 00 CLOSE OUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Permanent Enclosure: As determined by Commissioner, permanent or temporary roofing that is complete, insulated, and weather tight; exterior walls which are insulated and weather tight; and all openings that are closed with permanent construction or substantial temporary closures.

C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.

1.6 PROJECT CONDITIONS:

A. Temporary Use of Permanent Facilities and Services: The Contractor shall be responsible for the operation, maintenance, and protection of each permanently installed facility and service while in use during construction before Final Acceptance by the City, regardless of previously assigned responsibilities.

B. Install, operate, maintain and protect temporary facilities, services and controls.
1. Keep temporary services and facilities clean and neat in appearance.
2. Operate temporary services in a safe and efficient manner.
3. Relocate temporary services and facilities as needed as Work progresses.
4. Do not overload temporary services and facilities or permit them to interfere with progress.
5. Provide necessary fire prevention measures.
6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-site

1.7 NON-REGULAR WORK HOURS (OVERTIME):

A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if the Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during other than regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during other than regular working hours shall be deemed included in the total Contract Price.

B. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during other than regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during other than regular working hours shall be provided through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall provide such temporary services, facilities and controls even if completion of all required work at the site occurs after the time fixed for such completion in Schedule A.

PART II – PRODUCTS

2.1 MATERIALS:

A. Provide undamaged materials in serviceable condition and suitable for use intended.
B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
C. Water: Potable and in compliance with requirements of the Department of Environmental Protection.

2.2 EQUIPMENT:

A. Provide undamaged equipment in serviceable condition and suitable for use intended.
B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, 100 feet (30 m) long with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
C. Electric Power Cords: Grounded extension cords.
   1. Provide hard-service cords where exposed to abrasion or traffic.
   2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths will not reach areas of construction activity.
   3. Do not exceed safe length-voltage ratio.
D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART III –EXECUTION:

3.1 INSTALLATION, GENERAL:

A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Resident Engineer.

3.2 TEMPORARY WATER SYSTEM:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 A

A. TEMPORARY WATER SYSTEM - NEW FACILITIES: During construction, the Contractor shall furnish a Temporary Water System as set forth below.
   1. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.
   2. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor shall provide temporary water main, risers and waste stacks as directed and install on each floor, outlets with two (2) 3/4" hose valve connections over a barrel installed on a steel pan. The Contractor shall provide drains from the pans to the stack and house sewer and hose bibs to drain the water supply

risers and mains. During winter months, the Contractor shall take the necessary precautions to prevent the temporary water system from freezing. The Contractor shall provide repairs to the temporary water supply system for the duration of the project until said temporary system is dismantled and removed.

3. Disposition of Temporary Water System: The Contractor shall be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the project, or as otherwise directed by the Resident Engineer. All repair work resulting from the dismantling of the temporary water system shall be the responsibility of the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2.B

B. TEMPORARY WATER SYSTEM – PROJECTS IN EXISTING FACILITIES:
   1. When approved by the Commissioner, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Contractor shall restore the existing water system to conditions existing before initial use.
   2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Commissioner.
   3. The Contractor will be responsible for payment of water charges as directed by the Commissioner. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.

C. WASH FACILITIES: The Contractor shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition.
   1. Dispose of drainage properly.
   2. Supply cleaning compounds appropriate for each condition.
   3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

D. DRINKING WATER FACILITIES: The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

A. The Contractor shall provide toilets, wash facilities and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3.B

B. SELF-CONTAINED TOILET UNITS:
   1. The Contractor shall provide temporary single-occupant toilet units of the chemical, aerated re-circulation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
   2. Toilets: Install separate self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 C

C. EXISTING TOILETS:
1. TOILET FACILITIES: When approved by the Commissioner, the Contractor shall arrange for the use of existing toilet facilities by all personnel during the execution of the work. The Contractor shall be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at completion of construction, to restore facilities to their condition at the time of initial use.
2. MAINTENANCE - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
3. NUISANCES - The Contractors shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.

3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:

A. SCOPE: This Section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System and Site Security Lighting during the construction period.

B. TEMPORARY ELECTRIC POWER:
The Contractor shall provide and maintain a Temporary Electric Power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required work by the Contractor and its subcontractors, including but not limited to power for the Temporary Lighting System, Site Security Lighting, construction equipment, hoists, temporary elevators and all field offices. Temporary Electric Power shall be provided as follows:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (1)

1. CONNECTION TO UTILITY LINES:
   a. Temporary Electric Power Service for use during construction shall be provided as follows: The Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall include in its total Contract Price any charges for Temporary Electric Power, including charges that may be made by the Public Utility Company for extending its electrical facilities, and for making final connections. The Contractor shall make payment directly to the Public Utility Company.
   b. APPLICATIONS FOR METER: The Contractor shall make application to the Public Utility Company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor shall pay to the Public Utility Company, all bills for Temporary Electric energy used throughout the work, as they become due.
   c. SERVICE AND METERING EQUIPMENT - The Contractor shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the Public Utility Company's metering devices. The temporary service mains to and from the metering location shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4.B.(2)

2. CONNECTION TO EXISTING ELECTRICAL POWER SERVICE:
   a. When approved by the Commissioner, electrical power service for the Temporary Lighting System and for the operation of small tools and equipment less than ¼ horsepower may be taken from the existing electric distribution system if the existing system is of adequate capacity for the temporary power load. The Contractor shall cooperate and coordinate with the facility custodian, so as not to interfere with the normal operation of the facility.
   b. There will be no charge to the Contractor for the electrical energy consumed.
   c. The Contractor shall provide, maintain and pay all costs for separate temporary electric power for any temporary power for equipment larger than 1/4 horsepower. When directed by the Commissioner, the Contractor shall remove its own temporary power system.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4.B.(3)

3. ELECTRICAL GENERATOR POWER SERVICE:
   a. When connection to Utility Lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor shall provide self-contained generators to provide power beyond that available.
   b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or Utility Company.
   c. Provide for control of noise from the generators.
   d. Comply with the Ultra Low Sulfur Fuel in Non-Road Vehicles requirements as set forth in Article 5.4 of the Contract.

C. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK:
   1. USE OF MAIN DISTRIBUTION PANEL: As soon as the permanent electric service feeders and equipment, metering equipment and main distribution panel are installed and ready for operation, the Contractor shall have the temporary lighting and power system changed over from the temporary service points to the main distribution panel.
   2. COST OF CHANGE OVER - The Contractor shall be responsible for all costs due to this change over of service and it shall also make application to the Public Utility Company for a watt hour meter to be set on the permanent meter equipment.
   3. The requirements for temporary electric power service specified herein shall be adhered to after change over of service until final acceptance of the project.
   4. NO EXTRA COST - The operation of the service and switchboard equipment shall be under the supervision of the Contractor, but this shall in no way be interpreted to mean the acceptance of such part of the installation or relieve the Contractor from its responsibility for the complete work or any part thereof. There shall be no additional charge for supervision by the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4.D

D. TEMPORARY LIGHTING SYSTEM:
   1. The Contractor shall provide adequate service for the temporary lighting system, or a minimum of 100 Amperes, 3-phase, 4-wire service for the temporary lighting system, whichever is

greater, and make all necessary arrangements with the Public Utility Company and pay all charges by them for the Temporary Lighting System

2. The Contractor shall furnish and connect to the metered service point, a Temporary Lighting System to illuminate the entire area where work is being performed and points adjacent to the work, with separately fused circuits for stairways and bridges. Control switches for stairway circuits shall be located near entrance on ground floor.
3. ITEMS: The Temporary Lighting System provided by the Contractor shall consist of wiring, fixtures, left-hand double sockets, (one (1) double socket for every 400 square feet, with one (1) lamp and one (1) three-prong outlet) lamps, fuses, locked type guards, pigtails and any other incidental material. Additional details may be outlined in the detailed Specifications for the Electrical Work. Changes may be made, provided the full equivalent of those requirements is maintained.
4. The Temporary Lighting System shall be progressively installed as required for the advancement of the work under the Contract.
5. RELOCATION: The cost for the relocation or extension of the original Temporary Lighting System, required by the Contractor or its subcontractors, that is not required due to the normal advancement of the work, as determined by the Resident Engineer, shall be borne by the Contractor.
6. PIGTAILS: shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor shall furnish and distribute a minimum of three (3) complete pigtails to each subcontractor. See the detailed Electrical Specifications for possible additional pigtails required.
7. LAMPS: The Contractor shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the temporary lighting system, DDC field office and construction trailers, shall be replaced by the Contractor. All lamps shall be compact fluorescent
8. CIRCUIT PROTECTION: The Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:
   a. The Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
   b. The Contractor shall include in its total Contract Price all costs in connection with the Temporary Lighting System, including all costs for installation, maintenance and electric power.
10. REMOVAL OF TEMPORARY LIGHTING SYSTEM: The temporary lighting system shall be removed by the Contractor when authorized by the Commissioner.
11. HAND TOOLS: The temporary lighting system shall not be used for power purposes, except that light hand tools not larger than 1/4 horsepower may be operated from such system by the Contractor and its subcontractors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 E

E. SITE SECURITY LIGHTING (FOR NEW CONSTRUCTION ONLY):
1. The Contractor shall furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall be deemed included in the total Contract Price.
2. It is essential that the site security lighting system be completely installed and operating, at the earliest possible date. The Contractor shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall be completely responsible for the expense of removing,

relocating and replacing all equipment necessary to reinstate the system to proper operating conditions.

3. The system shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall be spaced around the perimeter of the site to produce an illumination level of no less than one (1) foot candle around the perimeter of the site, as well as in any potentially hazardous area or any other area within the site that might be deemed by the Resident Engineer to require security illumination. The system shall be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
4. All necessary poles shall be furnished and installed by the Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned out parts.
6. The Contractor shall be on telephone call alert for maintaining the system during the operating period stated above.
7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall be removed and disposed of by the Contractor when authorized in writing by the Resident Engineer.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 TEMPORARY HEAT:

A. GENERAL:

1. Definition: The provision of Temporary Heat shall mean the provision of heat in order to permit construction to be performed in accordance with the Progress Schedule during all seasons of the year and to protect the work from the harmful effects of low temperature. In the event the building, or any portion thereof, is occupied during construction, the provision of Temporary Heat shall include the provision of heat to permit normal operations in such occupied areas.
   a. The provision of Temporary Heat shall be in accordance with the temperature requirements set forth in Paragraph (c) below.
   b. The provision of Temporary Heat shall include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required. Operating labor shall mean that minimum force required for the safe day to day operation of the system for the provision of Temporary Heat and shall include, without limitation, heating maintenance labor and/or Fire Watch as required by NYC Fire Department regulations. Operating labor may be required seven (7) days per week and during other than normal working hours, for the period of time required by seasonal weather conditions.
   c. In the event the building, or any portion thereof, is occupied and the Project involves the replacement, modification and/or shut down of the permanent heating system, or any key component thereof; and such system is a combined system which furnishes domestic hot water for the building occupants, the provision of Temporary Heat shall include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water shall be provided in accordance with the phasing requirements set forth in the Contract Documents.
2. Responsibility: The Contractor's responsibility for the provision of Temporary Heat, including all expenses in connection therewith, shall be as set forth below:
   a. Projects Involving Enclosure of the Building:

1) Prior to Enclosure - Until the Commissioner determines that the building has been enclosed, as set forth in Sub-Section 3.5 B; the Contractor shall be responsible for the provision of Temporary Heat.
2) Post Enclosure - Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in Sub-Section 3.5 B, the Contractor shall be responsible for the provision of Temporary Heat by one or more of the following means: 1) by an existing heating system (if any), 2) by a permanent heating system which is being installed as part of the Project, or 3) by a temporary heating system(s).
3) The Contractor shall, within two (2) weeks of the kick-off meeting, submit to DDC for review its proposed plan to provide Temporary Heat. Such plan is subject to approval by the Resident Engineer. The Contractor shall provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the work of all Contractors, including punch list work, unless directed otherwise in writing by the Commissioner. The responsibility of the Contractor provided for herein is subject to the exception set forth in Sub-Section 3.5 A.2 (b) herein.

b. Projects not involving Enclosure of the Building:
1) If the Project involves the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, the Contractor shall be responsible for the provision of Temporary Heat, except as otherwise provided in Sub-Section 3.5 H.3(b).2 herein.
2) If the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof; there is no Contractor responsibility of the provision of Temporary Heat, unless otherwise specified in the Contract Documents. However, if the Commissioner, pursuant to Sub-Section 3.5 H.3 (b).1 herein, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat and shall be paid for the same in accordance with Sub-Section 3.5 H.3 (b).1 herein.

B. ENCLOSURE OF STRUCTURES:
1. Notification: The Contractor shall notify all its subcontractors and the Resident Engineer at least 30 days prior to the anticipated date that the building(s) will be enclosed.
2. Commissioner Determination: The Commissioner shall determine whether the building, or any portion thereof, has been enclosed. As indicated in Sub-Section 3.5 A.2 above, once the building has been enclosed, the Contractor shall be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure shall be based upon all relevant facts and circumstances, including without limitation, 1) whether the building meets the criteria set forth in Paragraph 3 below, and 2) whether the openings in the building, such as doorways and windows, have been sufficiently covered so as to provide reasonable heat retention and protection from the elements
3. Criteria for enclosure:
a. Roof Area:
1) A building shall be considered to be roofed when the area to be roofed is covered by a permanent structure and all openings through the permanent structure are covered and protected by temporary covers as described in Paragraph (c) below.
2) Intermediate floor structures of multi-floor buildings shall be considered to be roofed subject to the same requirements of the building roof.

3) The final roofing system need not be in place for the building or structure to be determined to be enclosed; provided, however, all openings through the permanent structure covering the roof must be covered and protected by temporary covers, as described in Paragraph (c) below.

b. Walls: For the walls to be determined to be enclosed permanent exterior wall elements or facing material must be in place and all openings must be covered and protected by temporary covers, as described in Paragraph (c) below.

c. Temporary Covers: In order to be acceptable, temporary covers must be securely fixed to prevent the entrance of rain, snow and direct wind. The minimum material requirements for temporary covers are as follows: 1) minimum10 mil. Plastic 2) minimum 12 ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.

d. Temporary covers for openings shall be the responsibility of the Contractor and such work shall be deemed included in the Contract price.

C. TEMPERATURE REQUIREMENTS:

1. Unoccupied Buildings: The temperature requirement for the provision of Temporary Heat in unoccupied buildings shall be the GREATER of the following: 1)50 degrees Fahrenheit, or 2) the temperature requirement for the particular type of work set forth in the Contract Documents.

2. Occupied Buildings: The temperature requirement for the provision of Temporary Heat in occupied buildings, or portions thereof, shall be the GREATER of the following: 68 degrees Fahrenheit or the temperature requirement for the particular type of work set forth in the Contract Documents.

D. DURATION:

1. The Contractor shall be required to provide Temporary Heat until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall be responsible for the provision of Temporary Heat for the time specified herein, regardless of any delays in completion of the Project, including delays that result in the commencement of the provision of Temporary Heat during a season that is later than that which may have been originally anticipated. The Contractor shall include in its Total Contract Price all expenses in connection with the provision of Temporary Heat in accordance with the requirements specified herein.

2. The total Contract duration is set forth in consecutive calendar days in Schedule A of the Addendum. The Table set forth below indicates the number of full heating seasons that are deemed included in various contract durations, which are specified in consecutive calendar days (ccd)s. At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:

1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.

2. The method of temporary heat shall:

a. Not cause the deposition of dirt or smudges upon any finished work or cause any defacement or discoloration to the finished work.

b. Not be injurious or harmful to people or materials.

c. Portable fueled heating devises or equipment SHALL NOT BE ALLOWED for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.

3. No open fires will be permitted.

F. TEMPORARY HEATING SYSTEM:

1. The temporary system for the provision of Temporary Heat provided by the Contractor following enclosure of the building shall be complete including, subject to provisions of paragraph E above, boilers pumps, radiators, space heaters, water and heating piping, insulation and controls. The temporary system for the provision of Temporary Heat shall be capable of maintaining the minimum temperature requirements set forth in Paragraph C above.

G. COORDINATION:

1. The Contractor, in the provision of Temporary Heat, shall coordinate its operations in order to insure sufficient and timely performance of all required work, including work performed by trade subcontractors. The Contractor shall supply and pay for all water required and used in the building for the operation of the heating system(s) for the purpose of Temporary Heat. The Contractor shall include all expenses in connection with the supply of water for Temporary Heat in its Total Contract Price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained, the Contractor shall provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the work and also when directed by DDC. The Contractor shall maintain all permanent or temporary enclosures at its own expense.

H. USE OF PERMANENT HEATING SYSTEMS:

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure
   a. The Contractor shall provide all labor and materials to promptly furnish and set all required equipment and convectors and/or radiators, piping, valves, fitting, etc., in ample time for their use for the provision of Temporary Heat after enclosure of the building.
   b. New portions of the permanent heating system that are used for furnishing Temporary Heat shall be left in near perfect condition when delivered to the City for operation. Any repairs required, other than for ordinary wear and tear on the equipment, shall be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment shall be the date of Substantial Completion acceptance.
   c. In the event that the Contractor does not advance the installation of the permanent heating system in sufficient time to permit its use for Temporary Heat as determined by DDC, the Contractor shall furnish and install a separate system for the provision of Temporary Heat as required to maintain the minimum temperature requirements set forth in Paragraph C above.
2. All equipment for the system for the provision of Temporary Heat shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected and suitably supported and located so as to permit construction work, including finish work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, shall be coordinated with the operations of all trade subcontractors so as to insure sufficient and timely performance of the work. Once the permanent heating system is operating properly, the Contractor shall remove all portions of the system for Temporary Heat not part of the permanent heating system.

3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances.
   a. The City may establish an allowance in the Contract for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. If established, the City will include an amount for such allowance on the Bid Form, and the Contractor shall

include such allowance amount in its Total Contract Price. The Contractor shall only be entitled to payment from this allowance under the conditions and in accordance with the requirements set forth below. In the event this allowance or any portion thereof remains unexpended at the conclusion of the Contract, such allowance shall remain the sole property of the City. Should the amount of the allowance be insufficient to provide payment for the expenses specified below, the City will increase the amount of the allowance.

b. The allowance set forth herein may be utilized only under the conditions set forth below.
   1. In the event the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, and the Commissioner determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City shall pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.
   2. In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor after written acceptance by the Commissioner of the work, and that the need for such maintenance is not the fault of the Contractor, the Contractor shall provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City shall pay the Contractor for the cost of direct labor and fuel necessary and required in connection with such maintenance, excluding the cost of any foremen or other supervision. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.

c. Payment for Fuel Costs - Payment from the allowance set forth herein for the cost of fuel necessary and required to operate the system for the provision of Temporary Heat or to maintain the permanent heating system under the conditions set forth in Paragraph b above shall be limited to the direct cost of such fuel. The Contractor shall not be entitled to any overhead and/or profit for such fuel costs. In order to receive payment for such fuel costs, the Contractor must present original invoices for the same. DDC reserves the right to furnish the required fuel.

I. RELATED ELECTRICAL WORK:

1. The Contractor shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Contract Price. The Contractor shall provide such items promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
   a. The Contractor shall provide all labor, materials, equipment and power necessary and required to furnish and maintain any temporary or permanent electrical connections to all equipment specified to be connected as part of the work of his Contract.
   b. The Contractor shall supply and pay for all power necessary and required for the operation of the system for the provision of Temporary Heat and/or the permanent heating system used for Temporary Heat. Such power shall be provided by the Contractor for Electrical Work for the duration the Contractor is required to provide Temporary Heat, as set forth in Paragraph D above.
2. In providing the items set forth in Paragraph 1 above, the Contractor is advised that labor may be required seven (7) days a week and/or during other than normal working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor shall be responsible for providing all labor, materials and equipment necessary and required to furnish and maintain all temporary or permanent connections to all equipment or plumbing outlets specified to be provided as part of the work of this Contract. The Contractor shall include all expenses in connection with such items of work in its Total Contract Price. The Contractor shall provide such items of work promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
2. In the event portions of the permanent plumbing equipment furnished by the Contractor as part of the work of this Contract are used for the provision of Temporary Heat either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor shall be responsible to provide such plumbing equipment to the City in near perfect condition and shall make any repairs required, other than for ordinary wear and tear on the equipment, at his expense. The starting date for warranty and/or guarantee period for such plumbing equipment shall be the date of Substantial Completion acceptance by the City.
3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor shall promptly perform all required filings and coordination with the Utility Companies in order to expedite the installation, testing, and approval of the gas service and associated meter(s).

3.6 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:

A. PUMPING:

1. Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.
2. Contractor shall furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of final acceptance of work of the Contract.
3. All pumps shall be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
5. Remove snow and ice as required to minimize accumulations.

3.7 TEMPORARY FIELD OFFICE FOR CONTRACTOR:

A. The Contractor shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.

B. The field office shall be located where it will not interfere with the progress of any part of the work or with visibility of traffic control devices.

C. CONTRACTOR'S REPRESENTATIVE: In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.

D. Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.

E. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.

F. CONTRACTOR'S SIGN - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving full name of the company, address of the company and telephone number(s) of responsible representative(s) of the firm who can be reached in event of an emergency at any time.

G. ADVERTISING PRIVILEGES - The City reserves the right to all advertising privileges. The Contractor shall not cause any signs of any kind to be displayed at the site unless specifically required herein or authorized by the Commissioner.

3.8 DDC FIELD OFFICE:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 A

A. OFFICE SPACE IN EXISTING BUILDING:

1. The Resident Engineer will arrange for office space for sole use in the building where work is in progress. The Contractor shall provide and install a lockset for the door to secure the equipment in the room. The Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor shall replace the original lockset on the door and ensure its proper operation.
2. In addition to equipment specified in Sub-Section 3.8 D, the Contractor shall provide, for exclusive use of the DDC Field Office, the following:
   a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15" x 18" x 78" overall including 6" legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52"H x 28 ½"D x 18"W.
   b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall be minimum No. 12 AWG fed from individual circuits in the fuse box.
   c. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
   d. Two (2) metal wastebaskets.
   e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
   f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the project as required.
3. The Contractor shall provide one (1) telephone, where directed and shall pay all costs for telephone service for calls within the New York City limits for the duration of the project.
4. All furniture and equipment, except computer equipment specified in Sub-Section 3.8 D.3, shall remain the property of the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B

B. DDC FIELD OFFICE TRAILER:

1. GENERAL: The Contractor shall, for the time frame specified herein, provide and maintain at its own cost and expense a DDC Construction Field Office and all related items as specified herein [hereinafter collectively referred to as the "DDC Field Office"] for the exclusive use of the Resident Engineer. The DDC Field Office shall be located at the Project site and shall be solely dedicated to the Project. Provision of the DDC Field Office shall commence within THIRTY (30) days from Notice to proceed and shall continue through forty-five (45) days after Substantial Completion of the required construction at the Project site. The Contractor shall remove the DDC Field Office forty-five (45) days after Substantial Completion of the required construction, or as otherwise directed in writing by the Commissioner.
2. TRAILER: The Contractor shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor shall install and connect all utility services to the trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees

required for the installation and use of said trailer shall be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in Sub-Section 3.8D.3 herein, shall remain the property of the Contractor.

3. Trailer shall be an office type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction shall be minimum 2 x 4 wall construction fully insulated with paneled interior walls, pre-finished gypsum board ceilings and vinyl tile floors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8.B.3a or SUB-SECTION 3.8.B.3b.

a. DDC Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
   1) Overall length: 32 Feet
      Overall width: 10 Feet
   2) Interior Layout:
      Provide one (1) general office/conference room area and one (1) private office at one end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
   3) Computer Workstation: Provide one (1) complete computer workstation, as specified in Sub-Section 3.8.D herein, in the private office area as directed by the Resident Engineer.

b. CM Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
   1) Overall length: 50 Feet
      Overall width: 10 Feet
   2) Interior Layout:
      Provide one (1) large general office/conference room in the center of the trailer and two (2) private offices, one (1) each at either end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
   3) Computer Workstation:
      Provide three (3) complete computer workstations as specified in Sub-Section 3.8.D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.

4. The exterior of the trailer shall be lettered with black block lettering of the following heights with white borders:

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-3/4"
DIVISION OF PUBLIC BUILDINGS	3-1/2"
DDC FEILD OFFICE	2-1/2"

NOTE: In lieu of painting letters on trailer the Contractor may substitute a sign constructed of a good quality weatherproof material with the same type and size of lettering above.

5. All windows and doors shall have aluminum insect screens. Provide wire mesh protective guards at all windows.
6. The interior shall be divided by partitions into general and private office areas as specified herein. Provide a washroom located adjacent to the private office and a built-in wardrobe closet opposite the washroom. Provide a built-in desk in the private office(s) with fixed overhead shelf and clearance below for two (2) file cabinets.
7. Provide a built-in drafting or reference table, located in the general office/conference room, at least 60 inches long by 36 inches wide with cabinet below and wall type plan rack at least 42

inches wide.

8. The washroom shall be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies and a toilet roll tissue holder. Plumbing and fixtures shall be approved house type, with each appliance trapped and vented and a single discharge connection. Five (5) gallon capacity automatic electric heater for domestic hot water shall be furnished.
9. HVAC: The trailer shall be equipped with central heating and cooling adequate to maintain a temperature of 72 degrees during the heating season and 75 degrees during the cooling season when the outside temperature is 5 degrees F. winter and 89 degrees F. summer.
10. Lighting shall be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of 50 foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps shall be replaced by the Contractor. A minimum of four (4) duplex convenience outlets shall be provided in the open office and two (2) each in the private office(s). These outlets shall be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel shall be adequately sized for the entire trailer load. Provide dedicated circuits for HVAC units, hot water heater, copiers and other equipment as required. All wiring and installation shall conform to the New York City Electrical Code.
12. The following movable equipment shall be furnished:
    a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks and two (2) full ball bearing two (2) drawer vertical legal filing cabinets in each private office located below built-in desk.
    b. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
    c. Three (3) metal wastebaskets.
    d. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
    e. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Contract as required.
13. TRAILER TEMPORARY SERVICE: Plumbing and electrical work required for the trailer will be furnished and maintained as below.

    a. PLUMBING WORK: The Contractor shall provide temporary water and drainage service connections to the DDC Field Office trailer for a complete installation. Provide all necessary soil, waste, vent and drainage piping.

       Contractor to frost-proof all water pipes to prevent freezing.
       1) REPAIRS, MAINTENANCE: The Contractor shall provide repairs for the duration of the project until the trailer is removed from the site.
       2) DISPOSITION OF PLUMBING WORK: At the expiration of the time limit set forth in Article 3.8 A.14(c).4 herein, the temporary water and drainage connections and piping to the DDC Field Office trailer shall be removed by the Contractor and shall be plugged at the mains. All piping shall become the property of the Contractor for Plumbing Work and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the Contractor.

    b. ELECTRICAL WORK:
       1) The Contractor shall furnish, install and maintain a temporary electric feeder to the DDC Field Office trailer immediately after it is placed at the job site.
       2) The temporary electrical feeder and service switch/fuse shall be adequately sized based on the trailer load and installed per the New York City Electrical Code and complying with utility requirements.
       3) Make all arrangements and pay all costs to provide electric service.
       4) The Contractor shall pay all costs for current consumed and for maintenance of the

system in operating condition, including the furnishing of the necessary bulb replacements lamps, etc., for the duration of the project and for a period of forty-five (45) days after the date of Substantial Completion.

5) Disposition of Electric Work: At the expiration of the time limit set forth, the temporary feeder, safety switch, etc., shall be removed and disposed of as directed.

6) All repair work due to these removals shall be the responsibility of the Contractor.

c. MAINTENANCE

1) The Contractor shall provide and pay all costs for regular weekly janitor service and furnish toilet paper, sanitary seat covers, cloth towels and soap and maintain the DDC Field Office in first-class condition, including all repairs, until the trailer is removed from the site.

2) Supplies: The Contractor shall be responsible for providing (a) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (b) all supplies in connection with required computers and printers, including without limitation, an adequate supply of blank CD's/DVD's, storage boxes for blank CDs/DVDs, and paper and toner cartridges for the printer.

3) Risk of Loss: The entire risk of loss with respect to the DDC Field Office and equipment shall remain solely and completely with the Contractor. The Contractor shall be responsible for the cost of any insurance coverage determined by the Contractor to be necessary for the Field Office.

4) At forty-five (45) days after the date of Substantial Completion, or sooner as directed by the Commissioner, the Contractors shall have all services disconnected and capped to the satisfaction of the Commissioner. All repair work due to these removals shall be the responsibility of the Contractor.

d. TELEPHONE SERVICE: The Contractor shall provide and pay all costs for the following telephone services for the DDC Field Office trailer:

1) Separate telephone lines for one (1) desk phone in each private office.

2) One (1) wall phone (with six (6) foot extension cord) at plan table.

3) Separate telephone lines for the fax machine and internet access in each private office. Telephone service shall include voice mail.

4) A remote bell located on outside of trailer

5) The telephone service shall continue until the trailer is removed from the site.

e. PERMITS: The Contractor shall make the necessary arrangements and obtain all permits and pay all fees required for this work.

C. RENTED SPACE: The Contractor has the option of providing, at its cost and expense, rented office or store space in lieu of trailer. Said space shall be in the immediate area of the Project and have adequate plumbing, heating and electrical facilities. Space chosen by the Contractor for the DDC Field Office must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations specified in Sub-Section 3.8 herein, required for the DDC Field Office trailer shall also apply to rented spaces.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D

D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:

1. The Contractor shall provide a high volume copy machine (50 copies per minute) for paper sizes 8½ x 11, 8½ x 14 & 11 x 17. Copier shall remain at job site until the DDC Field office trailer is removed from the site.

2. The Contractor shall furnish a fax machine and a telephone answering machine at commencement of the project for the exclusive use of the DDC Field Office. All materials shall

be new, sealed in manufacturer's original packaging and shall have manufacturers' warrantees. All items shall remain the property of the City of New York at the completion of the project.

3. COMPUTER WORKSTATION: The Contractor shall provide one complete computer workstation, in quantities specified in Sub-Section 3.8.B.4, as specified herein:

a. Hardware/Software Specification:

1) Computer Equipment - Computers shall be provided for all contracts that have a Total Consecutive Calendar Days for construction duration as set forth in Schedule "A" of 180 CCD's or greater. Contracts of lesser duration shall not require computers.

2) Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Specific Requirements, contained herein, shall remain the property of the City of New York at the completion of the project and shall meet the following minimum requirements:

3) Personal Computer(s) – Each Workstation Configuration.

a)	Make and Model:	Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
b)	Processor:	i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
c)	System RAM:	Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
d)	Hard Disk Drive(s):	500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
e)	CD-RW:	Internal CD-RW, 48x Speed or faster.
f)	16xDVD+/-RW	DVD Burner (with double layer write capability) 16x Speed or faster
g)	I/O Ports:	Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
h)	Video Display Card:	HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
i)	Monitor:	22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
j)	Available Exp. Slots:	System as configured above shall have at least two (2) full size PCI Slots available.
k)	Network Interface:	Integrated 10/100/1000 Ethernet card.
l)	Other Peripherals:	Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
m)	Software Requirement:	Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010 or 2013; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Resident Engineer.

4) DDC Field Office Specs: DDC Field Offices requiring computers shall be provided with the following:
   a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds ( )
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

   This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).
   b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size)
   c) All necessary cabling for equipment specified herein.
   d) Storage Boxes for Blank CD's
   e) Printer Table
   f) UPS/Surge Suppressor combo

5) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.

6) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.

7) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Resident Engineer.

8) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.

9) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of Information Technology Services at 718-391-1761.

10) Ownership: The equipment specified above shall, unless otherwise directed by the Commissioner, be the sole property of the City of New York upon delivery to the DDC Field Office. The Contractor shall prepare and maintain an accurate inventory of all equipment which it purchases for the DDC Field Office. Such inventory shall be provided to the City of New York. Upon completion of the required services, as directed by the Commissioner, the Contractor shall turn such equipment over to the City of New York.

E. HEAD PROTECTION (HARD HATS):
1. The Contractor shall provide a minimum of 10 standard protective helmets for the exclusive use of Department of Design and Construction personnel and their visitors. Helmets shall be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

3.9 MATERIAL SHEDS:

A. Material sheds used by the Contractor for the storage of its materials shall be kept at locations which will not interfere at any time with the progress of any part of the work or with visibility of traffic control devices.

B. Store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

A. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

B. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
   a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.
7. Provide walk-off mats at each entrance through temporary partition.

3.12 TEMPORARY FIRE PROTECTION:

A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

B. Prohibit smoking in all areas.

C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

D. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

E. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 WORK FENCE ENCLOSURE:

A. The Contractor shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings or required by the work enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor.

B. WOOD FENCE shall be 7'-0" high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured minimum 1/2 inch thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
   1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
   2. PAINTING - The fence and gates shall be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.

C. CHAIN-LINK FENCING shall be minimum 2-inch thick, galvanized steel, chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.

D. 1. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
   2. Should the fencing be required to be relocated during the course of the Contract, it shall be done by the Contractor at no additional cost to the City.
   3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks and curbs.
   4. Where required, make provision for fire hydrants, lampposts, etc.
   5. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

3.14 RODENT AND INSECT CONTROL:

A. DESCRIPTION: The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. Special attention should be paid to the following conditions or areas:
   1 Wet areas within the project area, including all temporary structures.
   2 All exterior and interior temporary toilet structures within the project area.
   3 All Field Offices and shanties within the project area of all subcontractors and DDC.
   4 Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity,

that would cause breeding of rodents or the insects herein specified.

5 Any other portion of the premises requiring such special attention.

B. MATERIALS:

1 All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of State and Federal agencies pertaining to such chemical and/or materials.

C. PERSONNEL:

1 All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.

D. METHODS:

1. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor's activities, which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Resident Engineer.

E. RODENT CONTROL WORK:

1 In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75) feet of all stream banks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.

2 In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.

3 At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait in tamper proof bait stations, as directed above, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.

4 The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.

5 It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, shall take appropriate actions, like baiting, trapping, proofing, etc., to remedy the source of complaint within the next six (6) hours of normal working time which is defined herein for the purposes of this section as 7 A.M. to 6 P.M. on Mondays through Saturdays.

6 Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

1 The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The

Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

2 Prior to application of any chemicals, the Contractor shall furnish to the Commissioner copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

G. RECORDS

1. The Contractor shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management (IPM) techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

3.15 PLANT PEST CONTROL REQUIREMENTS and TREE PROTECTION REQUIREMENTS:

A. Plant Pest Control Requirements: The Contractor and its subcontractors, including the Certified Arborist described below, shall comply with all Federal and New York State laws and regulations concerning Asian Longhorned Beetle (ALB) management, including protocols for ALB eradication and containment promulgated by the New York State Department of Agriculture and Markets (NYSDAM). The Contractor is referred to: (1) Part 139 of Title 1 NYCRR, Agriculture and Markets Law, Sections 18, 164 and 167, as amended, and (2) State Administrative Procedure Act, Section 202, as amended.

1. All tree work performed within the quarantine areas must be performed by New York State Department of Agriculture and Markets (NYSDAM) certified entities. Transportation of all host material, living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, stumps, roots, branches and debris of a half inch or more in diameter from the quarantine areas is prohibited unless the Contractor or its sub-contractor performing tree work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement shall be strictly complied with. Any host material so removed shall be delivered to a facility approved by NYSDAM. For the purpose of this contract host material shall be ALL species of trees.

2. Any host material that is infested with the Asian Longhorned Beetle must be immediately reported to NYSDAM for inspection and subsequent removal by either State or City contracts, at no cost to the Contractor.

3. Prior to commencement of tree work, the Contractor shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the Contractor or its sub-contractor performing tree work. If any host material is transported from the quarantine area the Contractor shall immediately provide the Commissioner with a copy of the New York State 'Statement of Origin and Disposition' and a copy of the receipt issued by the NYSDAM approved facility to which the host materials are transported.

4. Quarantine areas, for the purpose of this contract shall be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree work, the Contractor shall contact the NYC Department of Parks & Recreation's Director of Landscape Management at (718) 699-6724, to determine the limits of any additional quarantine areas that may be in effect at the time when tree work is to be performed. The quarantine area may be expanded by Federal and State authorities at any time and the Contractor is required to abide by any revisions to the

quarantine legislation while working on this contract. For further information please contact: NYSDAM (631) 288-1751.

B. Tree Protection Requirements: The Contractor shall retain a Certified Arborist, as defined by New York City Department of Parks and Recreation (NYCDPR) regulations, to provide the services described below.

1. Surveys and Reports: The Certified Arborist shall, at the times indicated below, conduct a survey and prepare a plant material assessment report which includes: (1) identification, by species and pertinent measurements, of all plant material located on the project site, or in proximity to the project site, as described below, including all trees, significant shrubs and/or planting masses; (2) identification and plan for the containment of plant pests and pathogens, including the ALB, as described in paragraph A above; (3) evaluation of the general health and condition of any infected plant material.

2. Frequency of Reports: The Certified Arborist shall conduct a survey and provide a plant material assessment report at two (2) points in time: (1) prior to the commencement of construction work; and (2) at the time of substantial completion. In addition, for projects exceeding 24 months in duration, the Certified Arborist shall conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report shall be submitted to the Resident Engineer within two (2) weeks of the survey.

3. Proximity to Project Site: Off-site trees, significant shrubs and/or planting masses shall be considered to be located in proximity to the project site under the circumstances described below.

   a. The tree trunk, significant shrub, or primary cluster of stems in a planting mass is within 50 (fifty) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
   b. Any part of the tree or shrub stands within 50 (fifty) feet of: (a) a path for site access for vehicles and/or construction equipment; or (b) scaffolding to be erected for construction activity, including façade remediation projects.
   c. The Certified Arborist determines that the critical root zone (CRZ) of an off-site tree, significant shrub, or primary cluster of stems in a planting mass extends into the project site, whether or not that plant material is located within the 50-foot inclusionary perimeter as outlined above.

4. Tree Protection Plan: The Certified Arborist shall prepare, and the Contractor shall implement, a Tree Protection Plan, for all trees that may be affected by any construction work, excavation or demolition activities, including without limitation, (1) on-site trees, (2) street trees, as defined below, (3) trees under NYCDPR jurisdiction as determined by the Department of Transportation, and (4) all trees that are located in proximity to the project site, as defined above. The Tree Protection Plan shall comply with the NYC DPR rules, regulations and specifications. The Contractor is referred to Chapter 5 of Title 56 of the Official Compilation of the Rules of the City of New York. Copies of the Tree Protection Plan shall be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under NYCDPR jurisdiction shall be in addition to any tree protection requirements specified or required for the project site. For the purpose of this article, a "street tree" means the following: (1) a tree that stands in a sidewalk, whether paved or unpaved, between the curb lines or lateral lines of a roadway and the adjacent property lines of the project site, or (2) a tree that stands in a sidewalk and is located within 50 feet of the intersection of the project's site's property line with the street frontage property line.

C. No Separate Payment. No separate payment shall be made for compliance with Plant Pest Control Requirements or Tree Protection Requirements. The cost of compliance with Plant Pest Control Requirements and Tree Protection Requirements shall be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

A. The Contractor shall provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.

B. In order to properly convey notice to persons entering upon a City construction site, the Contractor shall furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

C. If no construction fence exists at the site, this notice shall be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).

D. Provide temporary, directional signs for construction personnel and visitors.

E. Maintain and touch up signs so that they are legible at all times.

3.17 PROJECT CONSTRUCTION SIGN AND RENDERING:

A. PROJECT SIGN:

1 Responsibility: The Contractor shall produce and install one (1) project sign which shall be posted and maintained upon the site of the project at a place and in a position directed by the Commissioner. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of the completed sign for approval by the Commissioner.

2 Sign Quality: The Contractor shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.

3 Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.

4 Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.

5 Sign construction:

a. Frame: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.

b. Edging: U-shaped, 22 gauge aluminum edging, with a white enameled finish to match sign background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall be 1" inch (overlap to sign panel face) x 1 3/4" (or as required across frame depth) x 1" (back overlap).

c. Sign Panel: 4' x 8' panel shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.

d. Fastening: Fasten sign panel to wood frame using cadmium plated no. 8 sheet metal screws at ½" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.

6 Sign Graphics:

a. A digital file of the project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.

b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.17.B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. A digital file of the project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Sub-Section 3.17.A above for the Project Sign. A color match print proof from the sign manufacturer of the Rendering Sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The Rendering Sign is to be posted at the same height as the Project Sign. Where possible, the Rendering Sign shall be mounted with a perfect match of the short sides of the rectangle so that the Rendering Sign and the Project Sign together will create one long rectangle.

2. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project rendering away from the site.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18

3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor shall provide competent Security Guard Service on the site, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of materials or construction set-up. The Contractor shall continue to provide such Security Guard Service until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the

Commissioner. Throughout the specified time period, there shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 24 hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day which is a regular working day for a majority of the trade subcontractors. This exception during the working day shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during his/her tour of duty, perform the duties of Fire Guard in addition to his/her security obligations.
3. Should the Commissioner find that any Security Guard is unsatisfactory; such guard shall be replaced by the Contractor upon the written demand of the Commissioner.
4. Each Security Guard furnished by the Contractor shall be instructed by the Contractor to include in his/her duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor shall provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of the Contractor and each subcontractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.

B. COSTS - The Contractor shall employ Security Guards/Fire Guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the site. All costs for Security Guards/Fire Guards shall be borne by the Contractor.

C. RESPONSIBILITY - The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.19 SAFETY:

A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the work, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00

No Text

SECTION 01 54 11
TEMPORARY ELEVATORS AND HOISTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
   1. Temporary Use, Operation and Maintenance of Elevators during Construction
      a. For New buildings up to 15 Stories
      b. For New buildings over 15 Stories
      c. For Existing Buildings
   2. Temporary Construction Hoists and Hoist ways (For Material and Personnel)

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 42 00 REFERENCES
C. Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS
D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
E. Section 01 77 00 CLOSE OUT PROCEDURES

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.1

3.1 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDINGS UP TO AND INCLUDING 15 STORIES:

A. INSTALLATION: The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, one (1) selected main elevator for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevator in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevator and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor shall be responsible for all costs in connection with the temporary elevator, including without limitation: (1) installing and operating the temporary elevator, (2) maintaining the temporary elevator in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevator, (4) replacing the temporary elevator or any equipment or parts utilized in connection therewith, if required, due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevator, (6) providing all electric power required to operate the temporary elevator, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevator, and (8) providing all labor for the operation and maintenance of the temporary elevator, including on an overtime basis if necessary. The total Contract Price shall include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.

D. COMMENCEMENT OF SERVICE: The Contractor shall begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed the following work shall have been completed:

1. The shaft shall have been completely enclosed by either the permanent or a temporary enclosure meeting the requirements of the law.
2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks and any necessary approved wire mesh barricades for adjacent shaft ways.
4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

E. ELECTRICAL INSTALLATION: The Contractor, not later than 20 calendar days after the machine room roof slab or that portion of its surrounding the elevator has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the machine room to the low voltage transformers and car light outlets in the center of shaft way and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

F. REMOVAL: When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as required under the Contract.

G. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection deems it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables and new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

H. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned. Where lubricated rails are used they shall be washed down. If roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.

I. LIMITATIONS ON USE: The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

J. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide the temporary elevator service described in this section beginning with the 41st working day after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDING OVER 15 STORIES:

A. INSTALLATION: The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, two (2) selected main elevators for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevators in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevators and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use. The two (2) elevators shall not be operated simultaneously.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevators and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor shall be responsible for all costs in connection with the temporary elevators, including without limitation: (1) installing and operating the temporary elevators, (2) maintaining the temporary elevators in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevators, (4) replacing the temporary elevators or any equipment or parts utilized in connection therewith, if required due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevators, (6) providing all electric power required to operate the temporary elevators, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevators, and (8) providing all labor for the operation and maintenance of the temporary elevators, including on an overtime basis if necessary. The total Contract Price shall

include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

D. LOW RISE ELEVATOR: The Contractor shall begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (30 working days) after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, five (5) working days, after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped the following work shall have been completed:

1. The shaft shall have been completely enclosed up to the 12th Floor by either the permanent or a temporary enclosure meeting the requirements of the law.

2. A temporary machine room enclosure shall have been provided at the 11th Floor and shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.

3. There shall have been installed on all floors up to and including the 9th Floor at the shaft entrances to the elevator, solid substantial wood frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.

4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

E. ELECTRICAL INSTALLATION: The Contractor not later than 10 calendar days after the 12th Floor slab or that portion of it surrounding the elevator, has been poured and stripped, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the temporary machine room, to the low voltage transformers and car light outlets in the center of the shaftway and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer.

F. HIGH RISE ELEVATOR: The Contractor shall begin to provide temporary elevator service to all floors, using a selected main passenger elevator, no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed, the following work shall have been completed:

1. The shaft shall have been completely enclosed by either the permanent or temporary enclosure, meeting the requirements of the law.

2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.

3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.

4. There shall have been furnished and installed, solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.

G. ELECTRICAL INSTALLATION: The Contractor, not later than 20 calendar days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the high rise elevator to be used f

temporary service and shall have connected such feeders to the terminals on the motor-generator starter panels or controllers in the machine room, to the signal circuits low voltage transformers for the annunciators and car light outlets in the center of shaft way. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

H. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.

I. REMOVAL: When one (1) or more elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as required under the Contract.

J. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection determines it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

K. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be removed from the rails. The full cost of parts replacement cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.

L. LIMITATIONS ON USE: The temporary elevators shall not be used during their operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

M. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide the temporary elevator service described in this Section beginning with the 31st working day after the 12th Floor slab, or that portion of the 12th Floor slab surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR EXISTING BUILDINGS:

A. The Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction over the work at the Project. The operation of the temporary elevator and all equipment and/or parts utilized in

connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.

B. RESPONSIBILITY: The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. REPLACEMENT: The Contractor shall furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

D. LIMITATIONS ON USE: The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

E. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of $100 per day for each day it fails to provide elevator services described in this section beginning with 15 consecutive calendar days from Notice to Proceed. This charge will be deducted from any amount due and owing to the Contractor.

3.4 TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):

A. RESPONSIBILITY: The Contractor shall provide adequate numbers of material hoists for the most expeditious performance of all parts of the work including the work of all its subcontractors. .

B. LOCATIONS: No hoists shall be constructed at such locations as will interfere with, or affect the construction of, floor arches, or the work of subcontractors. The hoists may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. The hoists shall be located a sufficient distance from the exterior walls and be so protected as to prevent any of the permanent work from being damaged, stained or marred.

C. ELEVATOR SHAFT: Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoist ways, providing such use complies with the requirements of the Building Code of the City of New York and has been approved by the Commissioner, and providing further it entails no interference with the progress of the work.

D. PROTECTION FOR INTERIOR HOISTS: All interior material hoist ways shall be enclosed on each floor and shall be adequately protected with appropriate safety guards. In no event shall the protection be less than that required by law.

END OF SECTION 01 54 11

SECTION 01 54 23
TEMPORARY SCAFFOLDING AND PLATFORMS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Section 01 35 26: Safety Requirements Procedures.

C. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements*". This document is included in the Information for Bidders.

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Temporary Scaffolding and Platforms, including:

1. Conformance
2. Responsibility
3. Jobsite Documentation and Submittals
4. Inspections

B. This Section governs ALL scaffold used on DDC project sites including, but not limited to, Suspended Scaffold, Supported Scaffold and Sidewalk Sheds.

1.3 CONFORMANCE:

A. Unless otherwise indicated, the Contractor is responsible for providing, erecting, installing and maintaining all temporary scaffolding and platforms which shall comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the NYC Building Code, NYC Local Law 52 of 2005, OSHA Construction Standard 1926 Subpart L, and furnishing the items and personnel set forth in this section.

1.4 RESPONSIBILITY:

A. Jobsite Safety Coordinator: The Contractor shall designate and employ a Jobsite Safety Coordinator, who shall be a competent person, who shall have a daily presence on the project site during scaffold use. This designee must possess and maintain a valid New York City Department of Buildings supported scaffold certificate of completion. An alternate shall also be designated, in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator shall:

1. Verify completeness of documentation and submittals (as described below).
2. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected.
3. Monitor trades using scaffold.
4. Limit access to scaffold areas that are tagged for non-use.
5. Inform trades of scaffold load limitations.
6. Monitor loading of decks.
7. Verify that any ties that are temporarily removed are properly restored in the same shift.
8. Verify that outriggers and planks that are moved are properly set up and secured.
9. Verify that all scaffold decks in use have proper access/egress.
10. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards.

11. Notify appropriate parties, including but not limited to the Resident Engineer, site safety coordinator / monitor, site safety consultant, scaffold users, contractor and the scaffold engineer, of misuses, non-conformances, hazards and accidents.
12. Keep a log of significant actions and events connected with the scaffolding.

B. The Contractor shall be responsible for erecting, maintaining and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the New York City Building Code, OSHA and the Contract documents, including the specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.

C. The Contractor shall require the subcontractor responsible for erecting the scaffolding to engage a Scaffold Engineer, licensed as a professional engineer by the State of New York. The Scaffold Engineer shall be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the New York City Building Code and OSHA, (2) that the design comports with the capabilities of the components and the characteristics of the site, (3) that scaffold loads on the host building, including netting, have been properly considered, and (4) that the design documents provide accurate information for erectors and users.

D. Scaffold users are trade contractors assigned to work on the scaffold. Training certificates from a New York City Department of Buildings approved training provider are mandatory. These users have the duty to become familiar with the New York City Building Code and OSHA requirements germane to users, to obey the instructions of the Jobsite Safety Coordinator and to inform the Jobsite Safety Coordinator of known hazards, non-conformances or violations.

1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:

The Contractor shall prepare, obtain and submit the following to the Resident Engineer:

A. NYC Department of Buildings permit(s) for scaffold and sidewalk sheds (as applicable) including filing applications signed and sealed by a Professional Engineer licensed in the State of New York;

B. Site logistics plan / site safety plan;

C. Installation drawing(s), design and product data to be provided for **all** scaffold(s) and shed(s) must include, at a minimum:

1. Plan(s);
2. Elevation(s);
3. Duty load designation; "standard" (150 psf live load) or "heavy duty" (300 psf live load).
4. Details including base support, anchors and ties;
5. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal.
6. Anchorage into sound material.
7. Load limits based on pull tests;
8. Specifications for pull test(s), method, proof load and the number of trials;
9. Elevations, levels or heights, where anchorage is made into masonry;
10. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
11. Samples for anchors, ties and netting;
12. Sequence of operations for erection and demolition;
13. Location plan, heights, widths, "jumps" over doorways and driveways;
14. Specify size, maximum span and maximum spacing of headers and stringers;
15. Specify legs, girts, braces, nailing and connections;
16. All sidewalk sheds shall be designed, engineered, signed and sealed by a Professional Engineer licensed in the State of New York;
    a. Generic (not job specific) engineering drawings are satisfactory for standard sheds and arrangements.

b. Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

1.6 INSPECTIONS:

A. Signed inspection reports shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the project.

B. Pull testing shall be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer shall specify the test method, proof load and the number of trials.

C. Sidewalk sheds shall be inspected after initial installation, major modification, or damage and thence every three months. Inspections shall be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.

D. Scaffolds shall be inspected by the Scaffold Engineer during erection, post-erection and prior to use and thence every three months. The Scaffold Engineer shall repeat inspections after major alteration/modification, damage.

E. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling, and the condition and integrity of the sidewalk sheds after high winds, major storms and at least once per month during usage.

F. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling at least weekly, and the condition and integrity of the scaffold after high winds, major storms and at least once per month during usage.

G. Scaffolds and Sidewalk Sheds shall be inspected daily by the Jobsite Safety Coordinator or alternate prior to use by scaffold users. The inspection results must be recorded in the maintenance log, and be available on-site at all times.

H. At the completion of the project, submit all inspection documents as Miscellaneous Record Documents in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.

1.7 LADDERS AND STAIRS:

A. The Contractor shall provide and maintain ladders or temporary stairs extending from the street to the first story, and to and from every floor and roof level of the project.

1.8 ACCESS AND EXITS:

A. The ladders or temporary stairs shall be of acceptable size, number and location, so that proper and convenient access may be had by those required to proceed to and from all parts of the project.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 54 23

No Text

SECTION 01 73 00
EXECUTION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes general procedural requirements governing execution of the Work including without limitation the following:

a. Delivery of Materials
b. Contractor's Superintendent
c. Surveys
d. Borings
e. Examination
f. Environmental Assessment
g. Preparation
h. Deferred Construction
i. Installation
j. Permits
k. Transportation
l. Sleeves and Hangers
m. Sleeve and Hanger Drawings
n. Cutting and Patching
o. Location of Partitions
p. Furniture and Equipment
q. Removal of Rubbish and Surplus Material
r. Cleaning
s. Security And Protection of Work Site
t. Maintenance of Site and Adjoining Property
u. Maintenance of Project Site
v. Safety Precautions for Control Circuits
w. Obstructions in Drainage Lines

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 33 00	SUBMITTAL PROCEDURES
D.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
E.	Section 01 77 00	CLOSEOUT PROCEDURES
F.	Section 01 78 39	CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 QUALITY ASSURANCE:

A. Land Surveyor Qualifications: A professional land surveyor who is licensed in the State of New York and who is experienced in providing land-surveying services of the kind indicated.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 DELIVERY OF MATERIALS:

A. Material Orders: The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner when materials have been delivered to the site and in what quantities.

B. Ample Quantities: The Contractor shall deliver materials in ample quantities to insure the most prompt and uninterrupted progress of the work so as to complete the work within the Contract time.

C. Containers: The manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.

D. Deliveries: The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the work.

E. Handling: The Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage.

1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
2. Promptly return damaged shipments or incorrect orders to manufacturer.
3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed work.

F. Storage: Store products in accordance with provisions of Article 3.1, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.

G. Stacking: All materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.

H. Overloading: If authority is given to store materials in any part of the project area, they shall be so stored as to cause no overloading.

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 trade subcontractor, the Contractor shall remove and restack such materials at no additional cost to the City.

3.2 CONTRACTOR'S CONSTRUCTION SUPERINTENDENT:

A. Contractor's Construction Superintendent: The Contractor shall devote its time and personal attention to the work and shall employ and retain at the project site, from the commencement until the entire completion of the work, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent shall be registered with the New York City Department of Buildings in compliance with the Construction Superintendent Rule of the City of New York and shall be competent and capable of maintaining proper supervision and care of the work and shall be acceptable to the Commissioner. The Construction Superintendent shall, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, shall see that the instructions of the Commissioner are carried out.

B. Replacement: The Contractor's Construction Superintendent on the job shall not be changed or removed without the consent of the Commissioner.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 SURVEYS:

A. Line and Grade: The City will establish a baseline and bench mark near the site of the work for use of the Contractor in connection with the performance of the work.

B. Responsibility: The Contractor shall establish all other lines and elevations required for its work and shall be solely responsible for the accuracy thereof.

C. Safeguard All Points: The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the work, shall re-establish same if disturbed and bear the entire expense of rectifying the work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, or marks.

D. City Monuments and Markers: No work shall be performed near City monuments or marks so as to disturb them until the said monuments or marks have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.

E. Foundations: The Contractor shall furnish certification from a licensed Surveyor that all portions of the foundation work are located in accordance with the Contract Drawings and at the elevations required thereby. This certification shall show the actual locations and the actual elevations of all the work in relation to the locations and elevations shown on the Contract Drawings, including but not restricted to the following:

1. The locations and elevations of all piles, if any.
2. Elevations of tops of all spread footings, tops of pile caps, and tops of all foundation walls, elevator pit walls and ramp walls.
3. Location of all footing centers and pier centers including those for exterior wall columns.
4. Location of all foundation walls including wall columns, elevator pit walls and ramp walls.

F. Wall Lines: After the first courses of masonry or stone have been laid, the Contractor shall establish the permanent lines of exterior walls. The Contractor shall furnish promptly, certification from a licensed Surveyor, in the form of signed original drawings showing the exact location of such wall lines, of all portions of all structures. Except at its own risk, the Contractor shall not proceed further with the erection of walls until the Surveyor's certification has been submitted and verified for correct location of wall lines.

G. Surveyor: The Surveyor selected for any of the purposes mentioned in Paragraph E and Paragraph F above, and Paragraph I below, shall be a land Surveyor licensed in the State of New York and shall be subject to the approval of the Commissioner. The Surveyor shall not be a regular employee of the Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the Contractor in laying out any work, it being intended that the Surveyor's certification shall represent an independent and disinterested verification of such layout. The Surveyor shall report to the Department of Design and Construction's Resident Engineer each time upon arrival to and departure from the site and review with the Resident Engineer the data required for the project.

H. Final Certification: Final certification shall be submitted upon completion of the work or upon completion of any subdivision of the work as directed by the Commissioner. Any exceptions or deviations from the drawings shall be noted on the final certificate and there shall be included any maps, plates, notes, pertinent documents and data necessary, in the opinion of the Commissioner, to constitute a full and complete report.

I. Final Survey: The Contractor shall submit to DDC for submission to the Department of Buildings a final Survey by the licensed Surveyor showing the location of the new Structure, before completion of the Structure. This Survey shall show the location of the first tier of beams or of the first floor; the finish grades of the open spaces on the plot; the established curb level and the location of all other Structures on the plan, together with the location and boundaries of the lot or plot upon which the Structure is constructed, curb cuts, all yard dimensions, etc.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB SECTION 3.4

3.4 BORINGS:

A. The work of this article shall be the responsibility of the Contractor unless otherwise indicated.

B. Reference Drawings: The Boring Drawings as listed on the title sheet are for information to the bidder and are to be used under the conditions as follows:

1. Boring Logs: shown on the Boring Drawings, record information obtained under engineering supervision in the course of exploration carried out by or under the direction of forces of the Department of Design and Construction at the site.

2. Soils and Rock Samples: All inferences are drawn from the indications observed as made by engineering and scientific personnel. All such inferences and all records of the work including soil samples and rock cores, if any, are available to bidders for inspection.

3. Certification of Samples: The City certifies that the work was carried out as stated, and that the soil samples and rock cores, if any were referred to, were actually taken from the site at the times, places and in the manner indicated. The samples are available for inspection in the Department of Design and Construction Subsurface Exploration Section.

4. Bidder's Responsibility: The bidder, however, is responsible for any conclusions to be drawn from the work. If the bidder accepts those of the City, it must do so at its own risk. If the bidder prefers not to assume such risk, the bidder is under the obligation of employing its own experts to analyze the available information, and must be responsible for any consequences of acting on their conclusions.

5. Continuity Not Guarantee: The City does not guarantee continuity of conditions shown at actual boring locations over the entire site. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface and the bidder is required to estimate the influence of such features from its own inspection of the site.

3.5 EXAMINATION:

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground utilities and other construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with the subcontractor responsible for installation or application present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.6 ENVIRONMENTAL ASSESSMENTS:

A. City Responsibilities: An Environmental Assessment and survey is performed by the NYC DDC and its findings are included in the Contract Documents. In accordance with the NYC Administrative Code Title 15 Chapter 1 an asbestos survey is required to be performed by an Asbestos Investigator certified by the NYC Department of Environmental Protection (DEP) to identify the presence of asbestos containing material (ACM) prior to any alteration, renovation or demolition activity. The findings of such survey are required for the submission of approvals and permits issued by the NYC Department of Buildings (DOB). When the findings indicate that asbestos containing material is present and will be disturbed during the alteration, renovation or demolition activity then abatement design specifications will be incorporated into the contract documents. The Contractor shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.

B. Contractor Responsibility: The Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the Contractor to assess if lead based paint will be disturbed during the work in order to protect his/her workers and the building occupants from migration of lead dust into the air. The Contractor shall comply with all federal, state and local environmental waste disposal regulation which may be required during the work. The Contractor is required to hire licensed abatement and disposal companies for the requisite work.

3.7 PREPARATION:

A. Field Measurements: The Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.

B. The Contractor, before commencing work, shall examine all adjoining work on which its work is in any way dependent on good workmanship in accordance to the intent of the Specifications and the Contract

Drawings. The Contractor shall report to the Commissioner any condition that will prevent it from performing work that conforms to the required standard.

C. Existing Utility Information: Furnish information to the Commissioner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.8 DEFERRED CONSTRUCTION:

A. Where necessity for deferred construction is certified by the Commissioner, in order to permit the installation of any item or items of equipment required to be furnished and installed concurrent with the time allowed for doing and completing the work of the Contract, the Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.

B. The Contractor shall confer with the affected trade subcontractors and ascertain arrangements, time and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

3.9 INSTALLATION:

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work and work of trade subcontractors to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Design Consultant.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.10 PERMITS:

A. The Contractor shall comply with all local, state and federal laws, rules and regulations affecting the Work of this Project, including, without limitation, (1) obtaining all necessary permits for the performance of the Work prior to commencement thereof, and (2) complying with all requirements for the disposal of demolition and/or construction debris, waste, etc., including disposal in City landfills. The Contractor shall be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

A. Availability: It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, equipment and material and the conditions under which such use will be permitted.

B. Costs: If transportation facilities and dockage are available and are permitted to be used by the governmental agency having jurisdiction, the Contractor shall pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.

C. Vehicles: With respect to the use of vehicles on highways and bridges, the Contractor's attention is directed to the limitations set forth in the Rules of the City of New York, Title 34, Chapter 4, Section 4-15.

D. Continued Use: It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.12

3.12 SLEEVES AND HANGERS:

A. Coordinate with Progress Schedule: The Contractor shall promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the work in conformity with the requirements of the project.

B. Cooperation of Subcontractors: All subcontractors shall fully cooperate with each other in connection with the performance of the above work as "cutting in" new work is neither contemplated nor will it be tolerated.

C. Timeliness: In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other work. Upon the subsequent installation of the sleeves or other material, the Contractor shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor.

D. Inserts: The Contractor is to install strip inserts four (4) foot on center and perpendicular to beams in ceiling slabs of boiler, machine and mechanical equipment rooms. Inserts are to be installed for strippable concrete slabs only.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 SLEEVE AND PENETRATION DRAWINGS:

A. As soon as practicable after the commencement of work and when the order in which concrete for the first slabs, walls, etc. to be poured is determined, the Contractor shall submit to the DDC a sketch indicating the location and size of all penetrations for sleeves, ducts, etc. which will be required to accommodate the mechanical trades, in order to determine if such penetrations will materially weaken the project's structure. The sketch shall be stamped and returned if approved and/or comments will be transmitted. The Contractor shall continue to submit sketches as the pouring schedule and the concrete work progresses and, until approvals for the penetration sketches have been given. The Contractor shall not predicate its layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

A. Responsibility: The Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications.

B. Restore Work: The Contractor shall restore any work damaged during the performance of the work.

C. Competent Workers: All restoration work shall be done to the satisfaction of the Commissioner by competent workers skilled in the trade required by such restoration. If, in the judgment of the Commissioner, workers engaged in restoration work are incompetent, they shall be replaced immediately by competent workers.

D. Structural Elements: Do not cut and patch structural elements without the prior approval, in writing, of the Resident Engineer.

E. Operational Elements: Do not cut and patch operating elements and related components.

F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Commissioner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

G. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

H. Removals: The Contractor must remove from the premises all demolished materials of every nature or description resulting from cutting, patching and restoration work, in accordance with the requirements hereinafter stipulated under Sub-Section 3.17 herein and as further required in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.15

3.15 LOCATION OF PARTITIONS:

A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor shall immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

3.16 FURNITURE AND EQUIPMENT:

A. Responsibility: The Contractor is responsible for moving all loose furniture and/or equipment in all areas where the location of such furniture and/or equipment interferes with the proper performance of its work.

B. Protection: All such furniture and/or equipment must be adequately protected with dust cloths and returned to their original locations when directed to do so by the Resident Engineer.

3.17 REMOVAL OF RUBBISH AND SURPLUS MATERIALS:

A. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

B. Rubbish: Rubbish shall not be thrown from the windows or other parts of the project. Mason's rubbish, dirt and other dust-producing material shall be wetted down periodically.

C. Location: The Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood crating shall be broken up, neatly bundled, tied and stacked ready for removal and be deposited at a location designated on each floor.
   1. Comply with requirements in NYC Fire Department for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 degrees F (27 degrees C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

D. Laborers: The Contractor shall be responsible for the removal of all rubbish, etc., from the site. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Resident Engineer, and shall remove them from the site. The Contractor shall employ and keep engaged for this purpose an adequate number of laborers.

E. Surplus Materials: The Contractor shall remove from the site all surplus materials when there is no further use for same.

F. Tools And Materials: At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly removed.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

3.18 CLEANING:

A. The Contractor shall thoroughly clean all equipment and materials furnished and installed and shall deliver such materials and equipment undamaged in a clean and new appearing condition up to date of Final Acceptance.

B. Site: Maintain Project site free of waste materials and debris.

C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration up to date of Final Acceptance.

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration up to date of Final Acceptance.

3.19 SECURITY AND PROTECTION OF WORK SITE:

A. Provide protection of installed work, including appropriate protective coverings and maintain conditions that ensure installed Work is without damage or deterioration up to date of Final Acceptance..

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Secure and protect work and work site against damage, loss, injury, theft and/or vandalism.

D. Maintain daily sign-in sheets of workers and visitors and make the sheets available to the Commissioner

3.20 MAINTENANCE OF SITE AND ADJOINING PROPERTY:

A. The Contractor shall take over and maintain the Project site, after order to start work.

B. The Contractor shall be responsible for the safety of the adjoining property, including sidewalks, paving, fences, sewers, water, gas, electric and other mains, pipes and conduits etc. until the date of Final Acceptance. The Contractor shall, at its own expense, except as otherwise specified, protect same and maintain them in at least as good a condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained and repaired to serviceable condition with materials to match existing.

D. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.

E. The Contractor shall also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

3.21 MAINTENANCE OF PROJECT SITE:

A. The Contractor shall take over and maintain all project areas, after order to start work.

B. Until the date of Final Acceptance, the Contractor shall be responsible for the safety of all project areas, including water, gas, electric and other mains and pipes and conduits and shall at the Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.

D. The Contractor shall keep the space for the Resident Engineer in a clean condition.

3.22 SAFETY PRECAUTIONS FOR CONTROL CIRCUITS:

A. Control circuits, the failure of which will cause a hazard to life and property, shall comply with the New York City Dept. of Buildings, Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

A. The Contractor shall be responsible for all obstructions occurring in all drainage lines, fittings and fixtures after the installations and cleaning of these drainage lines, fittings and fixtures as certified by the Resident Engineer. Roof drains shall be kept clear of any and all debris. Any stoppage shall be repaired immediately at the expense of the Contractor.

END OF SECTION 01 73 00

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and procedural requirements for the management and disposal of construction waste and includes the following requirements:
   1. Waste Management Goals
   2. Waste Management Plan
   3. Progress Reports
   4. Progress Meetings
   5. Management Plan Implementation

B. This Section includes:
   1. Definitions
   2. Waste Management Performance Requirements
   3. Reference Resources
   4. Submittals
   5. Quality Assurance
   6. Waste Plan Implementation
   7. Additional Demolition and Salvage Requirements
   8. Disposal

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 73 00 EXECUTION
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONSTRUCTION RECORD DOCUMENTS
G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.

D. Construction and Demolition Waste: Solid wastes typically including building materials, trash debris and rubble resulting from remodeling, repair and demolition operations. Hazardous materials and land clearing waste are not included.

E. Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage, material that might otherwise be sent to a landfill.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.

G. Recycle (recycling): To sort, separate, process, treat or reconstitute solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying waste.

H. Return: To give back reusable items or unused products to vendors.

I. Reuse: To reuse excess or discarded construction material in some manner on the Project site.

J. Salvage: To remove a waste material from the Project site for resale or reuse.

K. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable and reusable material.

L. Waste Management Plan: A project-related plan for the collection, transportation and disposal of waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

A. The City of New York has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.

B. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUBSECTION 1.5 C

C. LEED CERTIFICATION: The City of New York will seek LEED (Leadership in Energy and Environmental Design) certification for this Project as indicated in the Addendum to the General Conditions from the U.S. Green Building Council. The documentation required here will be used for this purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the reuse and recycling of project waste.

D. DIVERSION REQUIREMENTS. A minimum of 75% of total Project demolition waste (by weight) shall be diverted from landfill. The following waste categories are likely candidates to be included in the diversion plan as applicable for this project:

1. Concrete
2. Bricks
3. Concrete masonry units (CMU)
4. Asphalt
5. Metals (e.g. banding, stud trim, ceiling grid, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze)

6. Clean dimensional wood
7. Carpet and pad
8. Drywall
9. Ceiling tiles
10. Cardboard, paper, and packaging
11. Reuse items indicated on the Drawings and/or elsewhere in the Specification

E. All fluorescent lamps, HID lamps and mercury-containing thermostats removed from the site shall be recycled.

F. Recycling on the job, subject to the Commissioner's approval, is encouraged on the site itself, such as the crushing and reuse of removed sound concrete and stone. Include these categories in the Waste Management Plan.

1.6 REFERENCES, RESOURCES:

A. DDC encourages its contractors to seek information from websites and experts in salvage or recycling in order to minimize disposal costs. There are numerous opportunities to sell, salvage, or to donate salvage and accrue tax benefits (which would accrue to the contractor); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:

1. DDC's Sustainable Design web site: http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. Standard forms for a Waste Management Plan and a C&D Waste Management Log are included at the end of this section.
2. Web Resources

   (Information only; no warranty or endorsement is implied.)

   www.wastematch.org Site of New York Waste Match, a materials exchange database and service

   www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials

   www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling

   www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

A. The Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors shall assist in the development of that Plan, and collect and deposit their waste and recyclable materials in accordance with the approved Plan.

B. DRAFT WASTE MANAGEMENT PLAN. Within fifteen (15) days after receipt of 'Notice to Proceed', or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Commissioner a Draft Waste Management Plan. Include separate sections for demolition and construction waste. The Plan shall demonstrate how the performance goals will be met, and contain the following:

1. List of materials targeted for reuse, salvage, or recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material.
2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
3. If mixed construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed construction and demolition waste they recycle.
4. Landfill information: Names of landfills where non-recyclable/reusable/salvageable waste will be disposed, and list of applicable tipping fees.
5. Materials handling procedures: A description of the means by which any recyclable, salvaged, or reused materials will be protected from contamination, and collected in a manner that will meet the requirements for acceptance by the designated recycling processors.
6. Transportation: A description of the means of transportation and destination for recycled materials.
7. Meetings: Description of regular meetings to be held to address waste management.
8. Sample spreadsheet and description of how the implementation of the plan will be documented on a monthly basis.

C. FINAL WASTE MANAGEMENT PLAN. Within fifteen (15) days of Commissioner's approval of the Draft Plan, the Contractor shall submit a Final Waste Management Plan.

D. PROGRESS REPORTS. The Contractor shall submit monthly a Waste Management Progress Report, containing the following information:

1. Project title, name of company completing report, and dates of period covered by the report
2. Report on the disposal of all jobsite waste. A DDC C&D Waste Management Log form is available on the DDC Sustainable Design website and included at the end of this section. For each shipment of material removed from the site, provide the following:
   a. Date and ticket number of removal
   b. Identity of material hauler
   c. Material Category
   d. Total quantity of waste, in tones/cubic yards, by type
   e. Quantity of waste salvaged, recycled and/or reused, by type
   f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
   g. Recipient of each material type
3. Provide monthly and cumulative project totals of waste, quantity diverted, and percentage diverted.
4. Note that the unit of measure may be either tons or cubic yards, but must be consistent for all shipments and all materials throughout the project. Reports with inconsistent or mixed units will not be reviewed and will be returned for re-submission.
5. Include legible copies of on-site logs, weight tickets and receipts. Receipts shall be from charitable organizations, recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, recycling or disposal. Contractor shall save such original documents for the life of the project plus seven (7) years.

E. LEED Submittal: For LEED designated projects submit LEED Letter Template for the applicable credit, signed by the Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.

F. Refrigerant Recovery. Submit Qualification data for Refrigerant recovery technician and statement of refrigerant recovery, signed by the refrigerant recovery technician responsible for recovering refrigerant

stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.8 QUALITY ASSURANCE:

A. The Contractor shall designate a Waste Management Coordinator, to ensure compliance with this section. Coordinator shall be present at Project site full time for the duration of the project.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste management plans, documentation and implementation shall be discussed at the following meetings:

1. Pre-demolition kick-off meeting
2. Pre-construction kick-off meeting
3. Regular job-site meetings
4. Contractor toolbox meetings

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

A. The Contractor shall implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.

B. The Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the approved Waste Management Plan. The Contractor shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications, or indicated on the drawings as belonging to others.

C. Responsibilities of Subcontractors: Each subcontractor shall be responsible for collecting its waste, non-returned surplus materials, and rubbish, in accordance with the Waste Management Plan.

D. Distribution. The Contractor shall distribute copies of the Waste Management Plan to each Subcontractor, Resident Engineer, Construction Manager, and Commissioner.

E. Training. The Contractor shall provide on-site instruction of proper waste management procedures to be used by all parties in appropriate stages of the Project.

F. Procedures. Conduct waste management operations to ensure minimum interference with site vegetation, roads, streets, walks and other adjacent occupied and used facilities.

1. Collect co-mingled waste and/or separate all recyclable waste in accordance with the Plan Specific areas on the Project site are to be designated, and appropriate containers and bins clearly marked with acceptable and unacceptable materials.
2. Inspect containers and bins for contamination and remove contaminated materials if found.

3. Comply with the General Conditions for controlling dust and dirt, environmental protection, and noise control.

3.2 ADDITIONAL DEMOLITION AND SALVAGE REQUIREMENTS:

A. Demolition and salvage of additional items indicated in other sections of the Project Specifications require special attention as part of the overall 75 % diversion from landfill. Specific requirements for special attention are designated in other sections of the Project Specifications.

3.3 DISPOSAL:

A. General. Except for items or material to be salvaged, recycled or otherwise reused, remove waste material from the Project site and legally dispose of them in a manner acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to 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 Project Site and legally dispose of them.

END OF SECTION 01 74 19

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

Project Name: _____

Project I.D.: _____

For Month: _____

Contractor: _____

Prepared by: _____

Haul Date	Ticket #	Hauling Company	*Material Category[2]	Material Quantity (tons or cubic yards)[1]				*Material Recipient
				*Total Weight	Excluded Material[3]	*Diverted Material[4]	*Landfilled Material	
				*Total		*Diverted	*Landfilled	
			Monthly Totals					
			% Diverted this Month*					
			Cumulative Totals					
			% Diverted to Date					

Notes:

1. Volume (cubic yards) may be used instead of weight if used for ALL amounts and ALL materials.
2. Includes concrete; bricks; concrete masonry units (CMU); asphalt; metals; clean dimensional wood; carpet and pad; drywall; ceiling tiles; cardboard, paper, and packaging; and any other reuse items indicated on the Drawings and/or elsewhere in the Specification.
3. Excluded material includes soil or land clearing debris.
4. Diverted material includes recycled and reused material diverted from landfill. Recycled material is reprocessed into new products. Reused material is reclaimed, salvaged or otherwise used in its original form, either on-site or off-site.

* These items must be listed in order to receive LEED credit.

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

No Text

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Closeout Procedures, including without limitation the following:

1. Definitions
2. Substantial Completion
3. Final Acceptance
4. Warranties
5. Final Cleaning
6. Repair of the Work

B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."

C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or

combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Substantial Completion: shall mean the written determination by the Commissioner that the Work required under the Contract is substantially, but not entirely, complete.

D. Final Acceptance: shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

1.5 SUBSTANTIAL COMPLETION:

A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor shall complete and supply all items required by the contract specifications, General Conditions, Addendum to the General Conditions, change orders or other directives from the Commissioner's representatives. The required items will include all contract requirements for substantial completion, including but not limited to items related to releases, regulatory approvals, warranties and guarantees, record documents, testing, demonstration and orientation, final clean up and repairs, and all specific checklist of items by the Resident Engineer. (See Attachment "A" at the end of this section for sample requirements for Substantial Completion).

B. Prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the work is not complete.

C. Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Substantial Completion. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work .If the Resident Engineer makes a determination that the work is substantially complete and approves the Final Punch List and the date for Final Acceptance, he/she will so advise the Commissioner and recommend issuance of the Certificate of Substantial Completion. If the Resident Engineer determines that the work is not substantially complete, he/she will notify the Contractor of those items that must be completed or corrected before the Certificate of Substantial Completion will be issued.

1 Re-inspection: Contractor shall request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2 Results of completed inspection will form the basis of requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor shall complete the following. (Note that the following are to be completed, submitted as appropriate, and approved by the Commissioner, as applicable, prior to the final inspection and are not to be submitted for approval or otherwise at the final inspection unless specifically indicated). List exceptions in the request.

1. Verify that all required submittals have been provided to the Commissioner including but not limited to the following:
   a. Manufacturer's cleaning instructions
   b. Posted instructions
   c. As-built Record Documents (Drawings, specifications, and product data) as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, incorporating any changes required by the Commissioner as a result of the review of the submission prior to the pre-final inspection.
   d. Operation and Maintenance Manuals, including Preventive Maintenance, Special Tools, Repair Requirements, Parts List, Spare Parts List, and Operating Instructions.

e. Completion of required Demonstration and Orientation, as applicable, of designated personnel in operation and maintenance of systems, sub-systems and equipment.
f. Applicable LEED Building submittals as described in Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
g. Construction progress photographs as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.

2. Submit a certified copy of the final approved Punch List of items to be completed or corrected. The certified copy of the Punch List shall state that each item has been completed or otherwise resolved for acceptance, and shall be endorsed and dated by the Contractor.
3. Submit pest-control final inspection report and survey as required in Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS.
4. Submit record documents and similar final record information.
5. Deliver tools, spare parts, extra stock and similar items.
6. Complete final clean-up requirements including touch-up painting of marred surfaces.
7. Submit final meter readings for utilities, as applicable, a measured record of stored fuel, and similar data as of the date when the City took possession of and assumed responsibility for corresponding elements of the work.

B. Final Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Final Acceptance of the Work. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further work remains to be done, he/she will so advise the Commissioner and recommend the issuance of the determination of Final Acceptance. If the Resident Engineer determines that the work is not complete, he/she will notify the Contractor of those items that must be completed or corrected before the determination of Final Acceptance will be issued.

C. Final Acceptance: The Work will be accepted as final and complete as of the date of the Resident Engineer's inspection if, upon such inspection, the Resident Engineer finds that all items on the Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

1.7 WARRANTIES:

A. The items of materials and/or equipment for which manufacturer warranties are required are listed in Schedule B of the Addendum. For each item of material and/or equipment listed in Schedule B, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth in Schedule B and will be replaced or repaired within such specified period. The contractor shall deliver all required warranties to the Commissioner.

B. Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

C. Submittal Time: Submit written Warranties on request of the Commissioner for designated portions of the Work where commencement of Warranties other than date of Substantial Completion is indicated.

D. Partial Occupancy: Submit properly executed Warranties to the Commissioner within 15 days of completion of designated portions of the Work that are completed and occupied or used by the City.

E. Organize the Warranty documents into an orderly sequence based on the Project Specification Divisions and Section Numbers.

1. Bind Warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES;" name and location of Project; Capitol Budget Project Number (FMS ID); and Contractor's and applicable subcontractor's name and address.
3. Provide heavy paper dividers with plastic-covered tabs for each separate Warranty. Mark tab to identify the product or installation.
4. Provide a typed description of each product or installation being warranted, including the name of the product, and the name, address, and telephone number of the Installer.

F. When warranted materials and/or equipment require operation and maintenance manuals, provide additional copies of each required Warranty in each required manual. Refer to Section 01 78 39, CONTRACT RECORD DOCUMENTS, for requirements of Operation and Maintenance Manuals.

PART II – PRODUCTS

2.1 MATERIALS:

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART III – EXECUTION

3.1 FINAL CLEANING:

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations, as applicable, before requesting inspection for Final Acceptance of the Work for entire Project or for a portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      h. Sweep concrete floors broom clean in unoccupied spaces.
      i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to unusual operating conditions.

o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

q. Clean ducts, blowers, and coils if units were operated without filters during construction.

r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

s. Leave Project clean and ready for occupancy.

t. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests, as required in Section 01 50 00, TEMPORARY FACILITIES,SERVICES AND CONTROLS. Prepare and submit a Pest Control report to the Commissioner.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK:

A. Subject to the terms of the Contract the Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Contractor shall repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 77 00

ATTACHMENT 'A'

The following list is a general sample of Substantial Completion requirements, including but not limited to:

1. Prepare and submit a list to the Resident Engineer, of incomplete items, the value of incomplete construction, and reasons the work is not complete.
2. Obtain and submit any necessary releases enabling the City unrestricted use of the project and access to services and utilities.
3. Regulatory Approvals: Submit all required documentation from applicable Governing Authorities, including, but not limited to, Department of Buildings (DoB); Department of Transportation (DoT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation to include, but not limited to, the following:
   a. Building Permits, Applications and Sign-offs.
   b. Permits and Sign-off for construction fences; sidewalk bridges; scaffolds, cranes and derricks; utilities; etc.
   c. Certificates of Inspections and Sign-offs.
   d. Required Certificates and Use Permits.
   e. Certificate of Occupancy (C.O.), Temporary Certificate of Occupancy (T.C.O.) or Letter of Completion as applicable.
4. Submit specific warranties required by the specifications, final certifications, and similar documents.
5. Prepare and submit Record Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to; approved documentation from Governing Authorities; as-built record drawings and specifications; product data; operation and maintenance manuals; Final Completion construction photographs; damage or settlement surveys; final property surveys; and similar final record information. The Resident Engineer will review the submission and provide appropriate comments. If comments are significant the initial submission will be returned to the Contractor for correction and re-submission incorporating the comments prior to the Final Inspection.
6. Record Waste Management Progress Report: Submit C&D Waste Management logs, with legible copies of weight tickets and receipts required in accordance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
7. If applicable submit LEED Letter Template in accordance with the requirements of Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
8. Schedule applicable Demonstration and Orientation required in other Sections of the Project Specifications and as described in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.
9. Deliver tools, spare parts, extra materials, and similar items to location designated by Resident Engineer. Label with manufacturer's name and model number where applicable.
10. Make final changeover of permanent locks and deliver keys to the Resident Engineer. Advise Commissioner of changeover in security provisions.
11. Complete startup testing of systems as applicable.
12. Submit approved test/adjust/balance records.
13. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements as directed by the Resident Engineer.
14. If applicable complete Commissioning requirements as defined in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

No Text

SECTION 01 78 39
CONTRACT RECORD DOCUMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Contract Record Documents, including:
   1. As-built Contract Record Drawings.
   2. As-built marked-up copies of Record Specifications, addenda and Change Orders.
   3. As-built marked-up Product Data
   4. Record Samples
   5. Construction Record Photographs
   6. Operating and Maintenance Manuals
   7. Final Site Survey
   8. Guarantees and Warranties
   9. Waste Disposal Documentation
   10. LEED Materials and Matrix
   11. Miscellaneous Record Submittals

B. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to the Contractor at no cost a complete set of Contract Drawings Mylars (reproducible) pertaining to the work to be performed under the Contract. It is the responsibility of the Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the work as actually installed. The Contractor is required to furnish all other Mylar (reproducible) drawings, if necessary, such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all work in detail as actually completed. All professional seals must be blocked out. Title box complete with project title and Design Consultants' names will remain.

C. Maintenance of Documents and Samples: The Contractor shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Contract Record Drawings, on Mylar (reproducible), in ink. Store record documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and samples available at all times for the Resident Engineer's inspections.

   The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Contract Record Drawings contain this information in exact detail and location. Contract Record Drawings shall also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

   For projects designated to achieve a LEED rating the Contractor shall receive a copy of the project's LEED scorecard for the purpose of monitoring compliance with the target objectives and to facilitate coordination with the LEED Consultant. The Contractor shall receive periodic updates of this scorecard,

and is required to submit the final version of the Scorecard at Substantial Completion with other project Record Documents.

1.3 RELATED SECTIONS: include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
C.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 77 00	PROJECT CLOSEOUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. As-Built Contract Record Drawings: Comply with the following:

1. Progress Submission: As directed by the Resident Engineer, submit progress As-Built Contract Record Drawings at the 50% Construction Completion stage.

2. Final Submission: Before substantial completion payment, the Contractor shall furnish to the Commissioner one (I) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.

3. As-Built Contract Record Drawings shall be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side for binding.

4. Each As-Built Contract Record Drawing shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (I/2) inch high, and contain the following data:

AS-BUILT CONTRACT RECORD DRAWING
Contractor's Name _____
Contractor's Address _____
Subcontractor's Name (where applicable) _____
Subcontractor's Address _____
Made by: Date _____
Checked by: Date _____

Commissioner's Representatives
(Resident Engineer) DDC
(Plumbing Inspector) DDC
(Heating & Ventilating Inspector) DDC
(Electrical Inspector) DDC

5. Record Drawing Title Sheet: The Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall contain the following:

   a. Heading:
      The City of New York
      Department of Design and Construction
      Division of Public Buildings
   b. Capital Budget Project Number (FMS ID)
   c. Name and Location of Project
   d. Contractor's Name and Address
   e. Subcontractor's Name and Address (where applicable)
   f. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
   g. List of Record Drawings

B. Record Specifications, Addenda and Change Order: Submit to the Commissioner two (2) copies each of marked-up Record Specifications, Addenda and Change Orders.

C. Record Product Data: Submit to the Commissioner two (2) sets of Record Product Data.

D. Record Construction Photographs: Submit to the Commissioner final as-built construction photographs and negatives of the completed work as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.

E. Operating and Maintenance Manuals:

1. Submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. The Contractor shall make such corrections, changes and/or additions to the manual until deemed satisfactory by the Resident Engineer. Deliver three (3) copies of the final approved manuals to the Resident Engineer for distribution.

2. Commissioning: Comply with the requirements of Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, as well as the requirements set forth in sections of the Project Specifications, for projects designated for Commissioning. Submit four (4) copies each of data designated to be included in the Commissioning Operation and Maintenance Manual to the Resident Engineer. The Resident Engineer will forward such data to the Commissioning Authority/Agent (CxA) for review and comment. The Contractor shall make such corrections, changes and/or additions to the data until deemed satisfactory and deliver four (4) copies of the final data to the Resident Engineer for use by the Commissioning Authority/Agent (CxA) to prepare the Commissioning Operation and Maintenance Manual.

   a. Non-Commissioning Data: All remaining data not designated for Commissioning and required as part of Maintenance and Operation Manual shall be prepared and assembled in accordance with the requirements of this section for Operating and Maintenance Manuals.

F. Final Site Survey: Submit Final Site Survey as described in Section 01 73 00, EXECUTION, in quantities requested by the Commissioner, signed and sealed by a Land Surveyor licensed in the State of New York.

G. Guarantees and Warranties.

H. Waste Disposal Documents and Miscellaneous Record Documents.

PART II – PRODUCTS

2.1 CONTRACT RECORD DRAWINGS:

A. Record Prints: The Contractor shall maintain one set of blue- or black-line white prints as applicable of the Contract Drawings and Shop Drawings. If applicable, the Record Contract Drawings and Shop Drawings shall incorporate the arrangement of the work based on the accepted Master Coordination Drawing(s) as described in Section 01 33 00, SUBMITTAL PROCEDURES.

1. Preparation: The Contractor shall mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Change Orders: All changes from Contract Drawings shall be distinctly encircled and identified by Change Order number correlating to changes listed on the "Title Sheet." The Contractor shall show within the encircled areas the work as actually installed.

B. Content: Types of items requiring marking include, but are not limited to, the following:

1 Dimensional changes to Drawings.
2 Revisions to details shown on Drawings.
3 Depths of foundations below first floor.
4 Locations and depths of underground utilities.
5 Revisions to routing of piping and conduits.
6 Revisions to electrical circuitry.
7 Actual equipment locations.
8 Duct size and routing.
9 Locations of concealed internal utilities.
10 Changes made by Change Order
11 Changes made following Commissioner's written orders.
12 Details not on the original Contract Drawings.
13 Field records for variable and concealed conditions.
14 Record information on the Work that is shown only schematically.

C. Progress Record Mylar's (reproducible): As directed by the Resident Engineer at 50% construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When directed by the Resident Engineer transfer progress mark-ups to a full set of Mylar's (reproducible) and submit one blue line or black line record copy to the Resident Engineer. The marked-up Mylar's (reproducible) shall be retained by the contractor for completion of mark-up and final submission.

D. Final Contract Record Mylar's (reproducible): Immediately before final inspection for Certificate of Substantial Completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When authorized, complete mark-up of a full set of corrected Mylar's (reproducible) of the Contract Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Resident Engineer for resolution.
3. Print the As-Built Contract Drawings and Shop Drawings for use as Record Transparencies as described in Sub-Section 1.5.

2.2 RECORD SPECIFICATIONS, ADDENDA AND CHANGE ORDERS:

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders and Record Drawings where applicable.
6. Upon completion of mark-up, submit two (2) complete copies of the marked-up Record Specifications to the Commissioner.

2.3 RECORD PRODUCT DATA:

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. If possible, a Change Order proposal should include resubmitting updated Product Data. This eliminates the need to mark up the previous submittal.
4. Note related Change Orders and Record Drawings where applicable.
5. Upon completion of mark-up submit to the Commissioner two (2) sets of the marked-up Record Product Data.
6. Where Record Product Data is required as part of Maintenance Manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.

2.4 RECORD SAMPLE SUBMITTAL:

A. Prior to the date of Substantial Completion, the Contractor shall meet with the Resident Engineer at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Commissioner for record purposes.

B. Comply with the Resident Engineer's instructions for packaging, identification marking and delivery to DDC. Dispose of other samples as specified for disposal of surplus and waste material.

2.5 OPERATING AND MAINTENANCE MANUALS:

A. The Contractor shall provide preliminary and final versions of Operating and Maintenance Manuals required for those systems, equipment and materials listed in other Sections of the Project Specifications.

B. Format: Prepare and assemble Operation and Maintenance Manuals in heavy-duty, 3-ring, hardback loose leaf binders in the form of an instructional manual. All binders for each discipline shall be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front shall containing permanently attached labels displaying the following:

1. Heading:
   The City of New York
   Department of Design and Construction
   Division of Public Buildings
2. Capital Budget Project Number (FMS ID)
3. Name and Location of Project
4. Contractor's name and Address
5. Subcontractor's Name and Address (where applicable)
6. Dates of the work covered by the contents of the Project Manual.
7. Binder spine shall display Project Number (FMS ID) and date of completion.

C. Organization: Include a section in the directory for each of the following:

1. List of documents
2. List of systems
3. List of equipment
4. Table of contents

D. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project manual. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.

E. Safety warnings or cautions shall be visibly highlighted within each maintenance procedure. Use of such highlights shall be limited to only critical items and shall not be used in an excessive manner which would reduce their effectiveness.

F. For each product or system, list names, addresses and telephone numbers of Subcontractors and Suppliers, including local source of supplies and replacement parts. Vendors and Supplier listings are to include names, addresses and telephone numbers, including nearest field service telephone numbers.

G. Where contents of the manual include any manufacturer's catalog pages, clearly indicate the precise items and options included in the installation and delete all manufacturers' data regarding products not included in the installation.

H. All material within manuals shall be new. Copies used for prior submittals or used in construction shall not be used.

I. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.

J. Manuals shall present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations shall preferably consist of line drawings. All applicable drawings shall be included. If available, color photograph prints may be included.

K. Preliminary manual editions shall be as technically complete as the final manual edition. All illustrations shall be in final forms.

L. Final manual editions shall be technically accurate and complete and shall represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material shall be in final form. All shop drawings shall be included as specified in individual Specification Sections.

M. Building products, applied materials, and finishes: Include product data, with catalog number, size, composition, and color texture designations. Where applicable, provide information for re-ordering custom manufactured products.

N. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.

O. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical compositions, and details of installation. Provide recommendations for inspections, maintenance, and repair.

P. Additional Requirements: Specified in individual Specification Sections.

2.6 DEMONSTRATION AND ORIENTATION DVD:

A. Non-Commissioned Projects: The Contractor shall submit final version of applicable Demonstration and Training DVD recordings in compliance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.7 GUARANTEES AND WARRANTIES:

A. SCHEDULE B – Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.

B. FORM – For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth herein.

C. Submit fully executed and signed manufacturers' Warranties as listed in the Project Specifications and outlined in Schedule B of the Addendum. Refer to Section 01 77 00, CLOSEOUT PROCEDURES for submittal requirements.

GUARANTY

DDC PROJECT # _____

PROJECT DESCRIPTION _____

_____

CONTRACT # _____

SPECIFICATION SECTION # AND TITLE _____

_____

GUARANTY TO BE IN EFFECT FROM _____

TO _____

The Contractor hereby guarantees that the work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guaranty period and any finished work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor: _____

By: _____
Signature of Partner or Corporate Officer

Print Name: _____

Subscribed and sworn to before me this
day of _____, year _____

_____
Notary Public

2.8 WASTE DISPOSAL DOCUMENTATION:

A. Certify and deliver to the Commissioner all documentation including reports, receipts, certificates, records etc. for the collection, handling, storage, classification, testing, transportation, recycling and/or disposal of all Non-Hazardous Construction Waste as required by Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and Hazardous Waste as required by other Project Specification Sections. Certify compliance with all applicable governing laws, codes, rules and regulations.

2.9 MISCELLANEOUS RECORD DOCUMENTS:

A. Refer to other Project Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or otherwise organized to allow for use and reference.

B. Submit three (3) copies of each document to the Commissioner or as otherwise directed by the Commissioner.

PART III – EXECUTION

3.1 RECORDING AND MAINTENANCE:

A. Recording: Maintain one copy of each submittal during the construction period for Contract Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to the Contract Record Documents for the Resident Engineer's reference during normal working hours.

END OF SECTION 01 79 39

No Text

SECTION 01 79 00
DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 79 00

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements, when set forth in sections of the Project Specifications, for instructing facility's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Owner's Pre-Acceptance Orientation in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and Orientation videotapes. (Non-Commissioned Projects)

B. The Contractor shall provide the services of equipment manufacturers orientation specialists experienced in the type of equipment to be demonstrated.

C. Separate Orientation sessions shall be conducted for mechanical operations and maintenance personnel and for electronic and electrical maintenance personnel.

D. Commissioning: Refer to the Addendum to identify whether this project is to be Commissioned. For Commissioned projects the Contractor shall provide Demonstration and Orientation as described in this section and cooperate with the Commissioning Authority/Agent (CxA) to implement Commissioning requirements as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 77 00 CLOSEOUT PROCEDURES
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS
F. Specific requirements for demonstration and training indicated in other sections of the Project Specifications

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. Instruction Program: Submit three (3) copies of outline of instructional program for demonstration and orientation, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each orientation module to the Commissioner for approval no less than thirty (30) days prior to the date the proposed orientation is to take place. Include learning objectives and outline for each orientation module.

1. At completion of training, submit three (3) complete training manual(s) and three (3) applicable DVD recording(s) to the Commissioner for the facility's and City's use.

B. Qualification Data: For facilitator, instructor and Videographer.

C. Attendance Record: For each orientation module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each orientation module, submit results and documentation of performance-based test.

E. Submit all final orientation material to the Resident Engineer a minimum of fourteen (14) days prior to the scheduled training.

F. Demonstration and Orientation Recordings:

1. Non-Commissioned Projects:

a. The Contractor shall submit to the Commissioner three (3) copies of Demonstration and Orientation DVD (Digital Video Disk) recordings within seven (7) days of end of each training module.

b. Identification: On each copy, provide an applied label with the following information:

1) Project Contract I.D. Number
2) Project Contract Name
3) Name of Contractor
4) Name of Subcontractor as applicable
5) Name of Design Consultant
6) Name of Construction Manager as applicable
7) Date recorded.
8) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
9) Table of Contents including list of systems covered.

c. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD recording. Include name of Project and date of recording on each page.

2. Commissioned Projects:

a. Demonstration and Orientation DVD recordings for Commissioned projects will be recorded by the Commissioning Authority/Agent (CxA) under separate contract with the City of New

York. The Contractor performing Demonstration and Orientation shall cooperate with the CxA in the recording of each Demonstration and Orientation module.

1.6 QUALITY ASSURANCE:

A. Facilitator Qualifications: A firm or individual experienced in orientation or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00, QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and orientation.

C. Videographer Qualifications: A professional Videographer who has experience with orientation and construction projects.

D. Pre-instruction Conference: Schedule with the Resident Engineer a conference at Project site to comply with requirements in Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and orientation including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.7 COORDINATION:

A. Coordinate instruction schedule with the Resident Engineer and facility's operations. Adjust schedule as required to minimize disrupting facility's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of orientation modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Commissioner.

PART II – PRODUCTS

2.1 INSTRUCTION PROGRAM:

A. Program Structure: Develop an instruction program that includes individual orientation modules for each system and equipment not part of a system, as specified and required by individual Specification Sections.

B. Orientation Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.

d. Regulatory requirements.
e. Equipment function including auxiliary equipment and systems.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
   f. Warranties

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning

e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.
h. Housekeeping practices

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.

B. The Contractor shall engage qualified instructors to instruct facility's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Schedule instruction with the Resident Engineer at mutually agreed times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule orientation with the Resident Engineer with at least fourteen (14) days' advance notice.

D. Evaluation: At conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral a written or a demonstration performance-based test.

E. Cleanup: Collect and remove used and leftover educational materials from project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial orientation use.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2.A or SUB-SECTION 3.2.B

3.2 DEMONSTRATION AND ORIENTATION RECORDINGS:

A. Non-Commissioned projects:
1. The Contractor shall engage a qualified commercial Videographer to record demonstration and orientation sessions. Record each orientation module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
2. At beginning of each orientation module, record each chart containing learning objective and lesson outline.
3. All recordings must be close captioned.
4. Recording Format: Provide high-quality DVD (Digital Video Disk) format.

5. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and orientation. Display continuous running time.
6. Narration: Describe scenes on the recording by audio narration by microphone while recording or by dubbing audio narration off-site after. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
7. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from opposite the corresponding narration segment.

B. Commissioned Projects:

1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will be responsible for DVD recording of Demonstration and Orientation sessions as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

END OF SECTION 01 79 00

SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. LEED BUILDING - GENERAL REQUIREMENTS:

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor shall ensure that these requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
B.	Section 01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS
C.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
D.	Section 01 91 13	GENERAL COMMISSIONING REQUIREMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Agrifiber Products: Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.

C. Composite Wood: Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.

D. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.

F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.

G. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

H. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.

I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.

J. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
   1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
   2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process except mechanical and electrical components are pre-consumer recycled materials.
   3. "Pre-consumer" may also be referred to as "post-industrial".

K. Solar Reflectance Index (SRI): A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.

L. Volatile Organic Compound (VOC): Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

1.5 LEED PROVISIONS:

A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. The Contractor is specifically directed to the "LEED BUILDING Performance Criteria" and "LEED BUILDING Submittals" sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.6 LEED BUILDING SUBMITTALS:

A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the "LEED BUILDING Submittals" heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.

C. Detailed Requirements: Sub-Sections 1.6 C.1through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:

1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF)[GHI]: Information to be supplied for this form (blank sample copy attached at end of this Section to be modified as appropriate to the project) shall include some or all of the following items, as identified in the LEED Submittal Requirements of each specification section:

   a. Cost breakdowns for the materials included in the contractor or sub-contractor's scope of work. Cost reporting shall include itemized material costs (excluding the contractor's labor, equipment, overhead and profit).
   b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
      1. For each product with recycled content, also indicate the total recycled content value (1/2 x pre-consumer percentage x product value + 1 x post-consumer percentage x product value = total recycled content value).
      2. See additional requirements for concrete below.
   c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.
      1) Indicate the percentage by weight, relative to the total weight of the product, that meets these criteria.
      2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.
   d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
      1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
   e. The amount of "Forest Stewardship Council (FSC) Certified" wood products if used in the Project.
      1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.

2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.

f. The amount of Rapidly Renewable materials if used in the Project.
   1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.

g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
   1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.

h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.

i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.
   1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.

j. The EBMCF shall record the above information only for those materials or products permanently installed in the project. The EBMCF shall record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.

2. EBMCF BACK-UP DOCUMENTATION: These documents are used to validate the information provided on the EBMCF (except cost data). For each material listed on the EBMCF, provide documentation to certify the material's LEED BUILDING attributes, as applicable:

   a. RECYCLED CONTENT: Provide published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.

   b. REGIONAL MANUFACTURING **AND** REGIONAL RAW MATERIALS (WITHIN 500 MILES): Provide published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.
      1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.

   c. VOC CONTENT: Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.

   d. RAPIDLY RENEWABLE MATERIALS: If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).

3. PRODUCT CUT SHEETS: Provide product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.

4. CRI GREEN LABEL PLUS CERTIFICATION: For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.

5. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS: For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that that the products do not contain added urea-formaldehyde resins.

6. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES: For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.

7. FSC-CERTIFIED WOOD:
   a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.
   b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.
   c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer(on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.

8. GREEN SEAL COMPLIANCE: Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:

   a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1st edition, May 1993)
   b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
   c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st edition, October 2000)

9. HIGH ALBEDO PAVING AND WALKWAY MATERIALS: For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.

10. HIGH ALBEDO ROOFING MATERIALS: For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:

    a. 78 for low-sloped roofing applications (slope ≤ 2:12)
    b. 29 for steep-sloped roofing applications (slope > 2:12)

    SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.
    Vegetated roof surfaces are exempt from the SRI criteria.

11. LOW MERCURY LAMPS: For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:

    a. The mercury content or content range per lamp in milligrams or picograms;
    b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
    c. The rated average life of the lamp in hours.

In addition, provide the total number of each lamp type installed in the project.

12. FLOORSCORE CERTIFICATION: For all hard surface flooring, including vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the current FloorScore standard requirements.
13. CONCRETE: Provide concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state in which the concrete manufacturer or supplier is located.
14. INTERIOR LIGHTING FIXTURES: For each lighting fixture type installed within the building's weather barrier, provide manufacturer's cut sheets indicating the following:
    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Dimming capability, in range of percentages.
15. EXTERIOR LIGHTING FIXTURES: For each lighting fixture type installed on site, provide manufacturer's cut sheets indicating the following:
    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Range of field adjustability, if any.
    e. Warranty of suitability for exterior use.
16. ALTERNATIVE TRANSPORTATION: Provide manufacturer's cut sheets and/or shop drawings for the following items installed on site:
    a. Bike racks, including total number of bicycle slots provided.
    b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.
17. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, provide manufacturer's cut sheets showing maximum flow rates and/or flush rates.
18. ENERGY SAVING APPLIANCES: Provide manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:
    a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
    b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
    c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
    d. Commercial food service equipment
19. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, provide manufacturer's cut sheets indicating the following:
    a. Glazed area.
    b. Visible light transmittance.
    c. Solar heat gain coefficient.
    d. Fenestration assembly u-factor.
20. VENTILATION: Provide manufacturer's cut sheets for the following:
    a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
    b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS.
21. REFRIGERATION: For all refrigeration equipment, provide manufacturer's cut sheets indicating the following:
    a. Equipment type.

b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
c. Refrigerant type.
d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:

A. The LEED BUILDING submittal information shall be assembled into one package per contract specification section(s) (or per subcontractor), and submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED BUILDING submittals may be used as the basis for rejecting the submittals of products or assemblies.

1.8 LEED ACTION PLANS:

A. Construction Waste Management Plan- Refer to Section 01 74 19, Construction Waste Management and Disposal for detailed submittal requirements.

B. Construction IAQ Management Plan- Refer to Section 01 81 19, Indoor Air Quality Requirements for LEED Buildings, for detailed submittal requirements.

C. Erosion and Sedimentation Control Plan:
1. The Plan shall be in accordance with the New York Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.
2. The Plan shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
3. Detailed requirements: ESC Plan
   a. Include the Stormwater Pollution Prevention Plan, if required.
   b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
   c. Describe all site work that will be implemented on the project.
   d. Provide site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, and inlet/catch basin protection.
   e. Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
   f. Describe reporting and documentation measures.
4. Detailed requirements: ESC Measures
5. Submittal requirements: ESC Tracking Log
   a. Note date of major rain events, describe damage, describe any repairs or maintenance performed, and note responsible party.
   b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party.
   c. Submit monthly.
6. Implementation
   a. The Contractor shall implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.

b. The Contractor shall be responsible for the provision, maintenance, and repair of all ESC measures.
c. Demonstration. The Contractor shall provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
d. Meetings. Urgent or ongoing ESC issues shall be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

A. The Contractor shall implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner on a regular basis, and for assembling the required LEED documentation.

B. Responsibilities of Contractor's Subcontractors: The Contractor shall be responsible for his/her subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the project.

C. Distribution and Compilation: The Contractor shall be responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor shall also be responsible for collecting and compiling EBMCF information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Meetings: Sustainable design and construction issues shall be discussed at the following meetings:
1. Demolition kick-off meeting
2. Construction kick-off meeting
3. Construction kick-off meeting for LEED (independent meeting)
4. Weekly job-site progress and coordination meetings
5. Closeout meeting

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Date: _____

Contractor Name: _____ Project Name: _____

Contractor Contact: _____ Project I.D.: _____

Telephone Number: _____ Project Location: _____

		Recycled Content			Regional[4]			Rapidly Renewable[7]		VOC content[8]		Flooring[9]	Wood	
Product/Manufacturer	Material Cost[1]	Pre-Consumer (% by wt)[2]	Post-Consumer (% by wt)[3]	Total % (½ Pre + Post)	Location & Distance to Extraction[5]	Location & Distance to Manufacture[6]	Extracted & Manuf. (% by wt)	Material	% by wt	*VOC content listed	*VOC content allowed	*Green Label or FloorScore	*Added urea formaldehyde (Yes/No) [10]	FSC Certified[11] (% by wt)

[1] **Material Cost:** As it appears on the manufacturer's or distributor's invoice to the contractor or subcontractor. Does not include labor or equipment costs associated with installation.

[2] **Pre-Consumer Recycled Content:** Industrial/manufacturing waste material (e.g., fly-ash and synthetic gypsum, both waste products from coal burning electricity plants) diverted from landfill and incorporated into a finished product. Scrap raw materials that can be reused in the same manufacturing process from which they are recovered are not considered Pre-Consumer Recycled Content.

[3] **Post-Consumer Recycled Content:** Material or product that has served its intended consumer use (e.g., an empty plastic bottle) and has been diverted from landfill and incorporated into a finished product.

[4] **Regional:** Refers to a material/product that is BOTH extracted AND manufactured within 500 miles of the Project site. Record this information ONLY for materials/products meeting BOTH of these criteria.

[5] **Extraction:** Refers to the location from which the raw resources used in a building product are extracted, harvested, or recovered.

[6] **Manufacture:** Refers to the location of the final assembly of components into a building product that is furnished and installed by the Contractor.

[7] **Rapidly Renewable:** Refers to materials/products derived from agricultural products that are typically harvested within a ten-year or shorter cycle.

[8] **VOC Content:** The quantity of volatile organic compounds contained in adhesives, sealants, paints and architectural coatings. Reported in grams/liter or lbs/gallon, less water.

[9] **Flooring:** For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For carpet cushion, indicate CRI Green Label certification. For all flooring except unfinished/untreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.

[10] **Added Urea Formaldehyde:** Applies to composite wood and agrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

[11] **FSC Certified:** Certification from the Forest Stewardship Council. This column is only applicable to wood products.

* Applies only to materials/products installed within the weather barrier.

Contractor Certification:

I, _____ a duly authorized representative of _____ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: _____ Date: _____

No Text

SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes requirements for volatile organic compound (VOC) content in adhesives, sealants, paints and coatings used for the project.

B. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints and coatings shall follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints and coatings, the requirements set forth in this Section shall prevail.

C. This Section includes:

1. General Requirements
2. References
3. VOC Requirements for Interior Adhesives
4. VOC Requirements for Interior Sealants
5. VOC requirements for Interior Paints
6. VOC requirements for Interior Coatings
7. Submittals

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 33 00 SUBMITTAL PROCEDURES
E. Section 01 73 00 EXECUTION
F. Section 01 77 00 CLOSEOUT PROCEDURES
G. Section 01 78 39 CONTRACT RECORD DOCUMENTS
H. Section 01 81 19 INDOOR AIR QUALITY FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. ADHESIVE: Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
   1. Aerosol Adhesive: Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment.

B. CARCINOGEN: A chemical listed as a known, probable, reasonably anticipated, or possible human carcinogen by the International Agency for Research on Cancer (IARC) (Groups 1, 2A, and 2B), the National

Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).

C. CLEAR WOOD FINISH: Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film.
   1. Lacquer: Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film.
   2. Sanding Sealer: A sanding sealer that also meets the definition of a lacquer.
   3. Varnish: Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.

D. COATING: Liquid, liquefiable, or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.

E. FLOOR COATING: Opaque coating applied to flooring. Excludes industrial maintenance coatings.

F. HAZARDOUS AIR POLLUTANT: Any compound listed by the U.S. EPA in the Clean Air Act Section 112(b)(1) as a hazardous air pollutant.

G. MUTAGEN: A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarding as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).

H. OZONE-DEPLETING COMPOUNDS: A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.

I. PAINT: A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
   1. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).
   2. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).
   3. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter).
   4. Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.

J. PRIMER: Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.

K. REPRODUCTIVE TOXIN: A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).

L. SANDING SEALER: Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).

M. SEALANT: Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints between surfaces. Includes sealant primers and caulks.

N. SHELLAC: Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.

O. STAIN: Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.

P. VOLATILE AROMATIC COMPOUND: Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.

Q. VOLATILE ORGANIC COMPOUND: Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

R. WATERPROOFING SEALER: A coating that prevents the penetration of water into porous substrates.

1.5 GENERAL REQUIREMENTS:

A. The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED Green building rating. Specific project requirements related to this goal which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated environmental goals.

1.6 REFERENCES:

A. Rule 1168 – "Adhesive and Sealant Applications", amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

B. Rule 1113 - "Architectural Coatings", amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

C. Green Seal Standard GS-11- "Paints", of Green Seal, Inc., Washington, DC, www.greenseal.org

D. Green Seal Standard GC-03- "Anti-Corrosive Paints", of Green Seal, Inc., Washington, DC, www.greenseal.org

1.7 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:

A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as "products") shall not be in excess of **250 grams per liter.**

B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioacculmulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.

C. No product shall contain the following:
1. methylene chloride
2. 1,1,1-trichloroethane
3. benzene
4. toluene
5. ethylbenzene

6. vinyl chloride
7. naphthalene
8. 1,2-dichlorobenzene
9. di (2-ethylhexyl) phthalate
10. butyl benzyl phthalate
11. di-n-butyl phthalate
12. di-n-octyl phthalate
13. diethyl phthalate
14. dimethyl phthalate
15. isophorone
16. antimony
17. cadmium
18. hexavalent chromium
19. lead
20. mercury
21. formaldehyde
22. methyl ethyl ketone
23. methyl isobutyl ketone
24. acrolein
25. acrylonitrile

D. No product shall contain more than 1.0% by weight of sum total of volatile aromatic compounds.

1.8 VOC REQUIREMENTS FOR INTERIOR ADHESIVES:

A. The volatile organic compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used in this project shall not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

C. For specified building construction related applications, the allowable VOC content is as follows:

a. Architectural Applications:

i.	Indoor carpet adhesive	50
ii.	Carpet pad adhesive	50
iii.	Wood flooring adhesive	100
iv.	Rubber floor adhesive	60
v.	Subfloor adhesive	50
vi.	Ceramic tile adhesive	65
vii.	VCT and asphalt tile adhesive	50
viii.	Drywall and panel adhesive	50
ix.	Cove base adhesive	50
x.	Multipurpose construction adhesive	70
xi.	Structural glazing adhesive	100

b. Specialty Applications:

a.	PVC welding	510
b.	CPVC welding	490
c.	ABS welding	325
d.	Plastic cement welding	250

e.	Adhesive primer for plastic	550
f.	Contact Adhesive	80
g.	Special Purpose Contact Adhesive	250
h.	Structural Wood Member Adhesive	140
i.	Sheet Applied Rubber Lining Operations	850
j.	Top and Trim Adhesive	250

c. Substrate Specific Applications:

a.	Metal to metal	30
b.	Plastic foams	50
c.	Porous material (except wood)	50
d.	Wood	30
e.	Fiberglass	80

d. Aerosol Adhesives:

a.	General purpose mist spray	65% VOC's by weight
b.	General purpose web spray	55% VOC's by weight
c.	Special purpose aerosol adhesives (all types)	70% VOC's by weight

1.9 VOC REQUIREMENTS FOR INTERIOR SEALANTS:

A. The volatile organic compound (VOC) content of sealants, or sealant primers used in this project shall not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

1 Sealants:

a.	Architectural	250
b.	Non-membrane roof	300
c.	Roadway	250
d.	Single-ply roof membrane	450
e.	Other	420

2 Sealant Primer:

a.	Architectural – Nonporous	250
b.	Architectural – Porous	775
c.	Other	750

1.10 VOC REQUIREMENTS FOR INTERIOR PAINTS:

A. Paints and Primers: Paints and primers used in non-specialized interior applications (i.e., for wallboard, plaster, wood, metal doors and frames, etc.) shall meet the VOC limitations of the Green Seal Paint Standard GS-11, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

1. Volatile Organic Compounds:
   a. The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

   Interior Paints and Primers:
   Non-flat: 150 g/l

Flat: 50 g/l
The calculation of VOC shall exclude water and tinting color added at the point of sale.

B. Anti- Corrosive and Anti-Rust Paints: Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates shall meet the VOC limitations of the Green Seal Paint Standard GC-03, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:
   1. Volatile Organic Compounds:
      a. The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.
      Anti-Corrosive and Anti-Rust Paints: 250 g/l

   The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.11 VOC REQUIREMENTS FOR INTERIOR COATINGS:

A. Clear wood finishes, floor coatings, stains, sealers, and shellacs applied to the interior shall meet the VOC limitations defined in Rule 1113, "Architectural Coatings" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 7/9/04 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.

1.	Clear Wood Finishes:	
	a. Varnish	350
	b. Sanding Sealers	350
	c. Lacquer	550
2.	Shellac:	
	a. Clear	730
	b. Pigmented	550
3.	Stains	250
4.	Floor Coatings	100
5.	Waterproofing Sealers	250
6.	Sanding Sealers	275
7.	Other Sealers	200

The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.12 SUBMITTALS:

A. Submit Material Safety Data Sheets, for all applicable products in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings. Material Safety Data Sheets shall indicate the Volatile Organic Compound (VOC) limits of products submitted. (If an MSDS does not include a product's VOC limits, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC limits).

B. Submit Environmental Building Materials Certification Form (EBMCF): For each field-applied adhesive, sealant, paint, and coating product, provide the VOC requirement, as provided in this Specification, for the relevant material category indicated on the documentation noted above.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.13

SECTION 01 81 19
INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 19

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT:

A. The City of New York has determined that this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, poor housekeeping, shall be minimized.

1.3 RELATED SECTIONS:

A. All sections of the Specifications related to interior construction, MEP systems, and items affecting indoor air quality.

B. Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

C. Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.

D. Division 9 (of the Specifications): Finishes.

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products, including solvents in paints, coatings, adhesives and sealants, wood preservatives, composite wood binder, and foam insulations. Not all VOC's are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell and/or health impact.

D. Materials that act as "sinks" for VOC contamination: Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOC's emitted by "source" materials and release them over a prolonged period of time.

E. Materials that act as "sources" for VOC contamination: Products with high VOC contents that emit VOC's either rapidly during application and curing (typically "wet" products, such as paints, sealants, adhesives, caulks and sealers) or over a prolonged period (typically "dry" products such as flooring coverings with plasticizers and engineered wood with formaldehyde).

1.5 REFERENCES, RESOURCES:

A. "IAQ Guidelines for Occupied Buildings Under Construction", First Edition, November 1995, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.

B. ANSI/ASHRAE 52.2-1999, "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size", www.ashrae.org

1.6 LEED BUILDING GENERAL REQUIREMENTS:

A. Implement practices and procedures as necessary to meet the project's environmental performance goals as set forth in the specific requirements of this section. Specific project goals that may impact this area of work include: use of recycled-content materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. Ensure that the requirements related to these goals, as defined in this Section, are implemented to the fullest extent. Substitutions or other changes to the work shall not be allowed if such changes compromise the stated LEED BUILDING Performance Criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN :

A. The Contractor shall prepare a Construction IAQ Management Plan in coordination with each subcontractor and submit the IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00, SUBMITTAL PROCDEURES. The Construction IAQ Management Plan shall meet the following criteria:

1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) "IAQ Guidelines for Occupied Buildings under Construction", First Edition, 1995.
2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
3. If air handlers are to be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999.
4. Filtration media shall be replaced immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 if the project is pursuing Indoor Air Quality Credit 5: Indoor Chemical Pollutant Source Control.
5. A "Sequence of Finish Installation Plan" shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as "sinks".
6. Upon approval of the Plan by the Commissioner, it shall be implemented by the Contractor through the duration of the construction process, and documented in accordance with the Submittal Requirements of Sub-section 1.8 herein.

B. Further description of the Construction IAQ Management Plan requirements is as follows:

1. SMACNA Guidelines: Chapter 3 of the referenced "IAQ Guidelines for Occupied Buildings Under Construction", outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections). All subsections shall be listed in the Plan; items that are not applicable for this project should be listed as such.
   a. HVAC Protection
      1) Protect air handling and distribution equipment and air supply and return ducting during construction.
      2) All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.
      3) Cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminant intrusion.
      4) Apply protection immediately after ducting.
      5) Protect ducting runs at the end of day's work.
      6) Inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.
   b. Source Control
      1) Protect stored on-site or installed absorptive or porous materials.
      2) Do not use wet or damaged porous materials in the building.
      3) Recover, isolate, and ventilate containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications.
      4) Exhaust fumes from idling vehicles and gasoline fueled tools through use of funnels or temporary piping.
      5) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, shall be closed when not in use.
   c. Pathway Interruption
      1) Depressurize work areas to contain dust and odors.
      2) Pressurize occupied spaces to prevent intrusion of dust and odors.
      3) Erect barriers to contain construction areas.
      4) Relocate pollutant sources.
      5) Temporarily seal the building and provide 100% outside air for ventilation.
   d. Housekeeping
      1) Store materials on elevated platforms under cover, in a designated dry, clean location, prior to unpacking for installation.
      2) If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.
      3) Institute cleaning activities to remove contaminants from the building prior to occupancy. Clean all coils, air filters, and ductwork prior to performing testing, adjusting, and balancing of HVAC systems.
      4) Sweep the work area on a daily basis. Use an efficient and effective dust collecting method such as damp cloth, wet mop, or vacuum with particulate filters. Activities which produce high levels of dust shall be cleaned up immediately upon completion.
      5) Spills or excess applications of products containing solvents, or with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, must be removed immediately.
      6) Dust all walls prior to application of finishes.
      7) Vacuum all stud tracks prior to application of insulation.
      8) Materials which become contaminated through direct exposure to moisture from precipitation, plumbing leaks, or condensation shall be replaced by the Contractor.
   e. Scheduling
      1) Phase construction such that absorptive materials are installed only in areas that are

weathertight.

2) Schedule activities that utilize "sources" of VOC contamination to take place prior to installing high absorbent materials that will act as "sinks" for contaminants.
3) Review of the appropriate components of the Construction IAQ Management Plan shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.

2. Protection of Materials from Moisture Damage: As part of the "Housekeeping" section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.

3. Replacement of Filtration Media: Under the "HVAC Protection" section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided. The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.

4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials shall be installed after the installation of materials or finishes which have high short-term emissions of VOC's, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.

5. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

<u>OPTION 1 — Flush-Out</u>

• After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

OR

• If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

OR

<u>OPTION 2 — Air Testing</u>

• Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of

Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.

• Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

• For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.

• The air sample testing shall be conducted as follows:

a. All measurements shall be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.

b. The building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.

c. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points shall not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.

d. Air samples shall be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.

6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. Designate one individual as the Construction IAQ Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation. Include provisions in the Construction IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.

a. Distribution: The Contractor shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

b. Instruction: The Contractor shall provide on-site instruction of appropriate site management to all Contractor's Subcontractors.

c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.7 herein.

B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contactor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.

C. Provide the Commissioner with a minimum of 18 photographs as required under the provision for Special Photographs, in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction. The photographs shall document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping, and shall be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to project meeting minutes or similar project documents which reference to the Construction IAQ Management Plan measure documented.

D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

A. The Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of its subcontractors in the IAQ Management Plan.

B. Responsibility of Subcontractors: Subcontractors for this project shall be responsible to cooperate with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19

SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. OPR and BoD documentation are included by reference for information only.

C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

1.2 SUMMARY:

A. This Section includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems, and equipment being commissioned.

B. This Section includes:
1. Definitions
2. Commissioning Team
3. City's Responsibilities
4. Each Contractor's Responsibilities
5. Commissioning Authority's/Agent's (CxA) Responsibilities
6. Commissioning Documentation
7. Submittals
8. Coordination

1.3 RELATED SECTIONS: Include without limitation the following:

A. "HVAC Commissioning Requirements" indicated in other sections of the project specifications for specific requirements for commissioning HVAC systems.

B. This project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall cooperate with the CxA and provide whatever assistance is required.

C. Related Sections include without limitation the following:

1.	Section 01 10 00	SUMMARY
2.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
3.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
4.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
5.	Section 01 79 00	DEMONSTRATION AND TRAINING
6.	Section 01 81 13	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Commissioner: The Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).

D. BoD: Basis of Design: A document, prepared by the Consultant Architect/Engineer, that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

E. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

F. CxA: Commissioning Agent (Aka Commissioning Authority) under separate contract with the City of New York to provide Commissioning Services for this project.

G. OPR: Owner's (City of New York) Project Requirements: A document, prepared by the Consulting Architect/Engineer that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

H. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

I. TAB: Testing, Adjusting, and Balancing.

1.5 COMMISSIONING TEAM:

A. Members Appointed by the Contractor and its Subcontractors: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of the Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by the City:

1. Commissioning Authority/Agent (CxA): The designated person, company, or entity under separate contract with the City that plans, schedules, and coordinates the commissioning team to implement the commissioning process.
2. Representatives of the facility user and operation and maintenance personnel.
3. Consultant Architect/Engineer and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

A. Provide the OPR documentation to the Commissioning Agent (CxA) for use in developing the commissioning plan; systems manual; operation and maintenance training plan; and testing plans and checklists.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning tea activities.

C. Provide the BoD documents, prepared by the Consulting Architect/Engineer and approved by the Commissioner, to the Commissioning Agent (CxA) for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.7 CONTRACTOR'S RESPONSIBILITIES:

A. The Contractor shall provide utility services required for the commissioning process.

B. As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in scheduled construction-phase coordination and commissioning team meetings.
2. Integrate and coordinate commissioning process activities with the construction schedule.
3. Review and accept commissioning process test procedures provided by the CxA.
4. Review and accept construction checklists provided by the CxA.
5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
7. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.
10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

A. Organize and lead the commissioning team.

B. Prepare a construction-phase commissioning plan. Collaborate through the Resident Engineer with each Contractor and with subcontractors to develop test and inspection procedures. Include design changes and coordinate commissioning activities with the overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

C. Review and comment in accordance with Section 01 33 00, SUBMITTAL PROCEDURES, on submittals from the Contractor for compliance with the OPR, BoD, Contract Documents, and construction-phase commissioning plan. Review and comment on performance expectations of systems and equipment and interface between systems relating to the OPR and BoD.

D. Coordinate with the Resident Engineer to convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent CxA will prepare and distribute minutes to commissioning team members and attendees within three workdays of the commissioning meeting.

E. At the beginning of the construction phase, coordinate with the Resident Engineer's kick-off meeting schedule to conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance training sessions, TAB Work, and Project completion.

F. Observe and inspect construction. Report progress and deficiencies to the Commissioner. In addition to compliance with the OPR, BoD, and Contract Documents, inspect systems and equipment installation for adequate accessibility required for component maintenance replacement and repair.

G. Prepare Project-specific test and inspection procedures and checklists.

H. Coordinate with the Resident Engineer to schedule, direct, witness, and document tests, inspections, and systems startup.

I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.

J. Certify date of acceptance and startup for each item of equipment for start of warranty periods.

K. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BoD, and Contract Documents. Operation and maintenance documentation requirements are specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS.

L. Record and edit demonstration and orientation sessions on DVD.

M. Prepare commissioning reports.

N. Assemble the final commissioning documentation, including the commissioning report and Systems Manual.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor shall assist the Commissioning Agent (CxA) in the development and compiling of the following Commissioning Documentation:

A. Index of Commissioning Documents: The Commissioning Agent (CxA) will prepare an index including the storage location of each document.

B. OPR: A written document prepared by the Consulting Architect/Engineer that details the functional requirements of the Project and expectations of how it will be used and operated. This document includes the Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

C. BoD Document: A document prepared by the Consulting Architect/Engineer that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that explain the designed systems.

D. Commissioning Plan: A document prepared by the Commissioning Agent (CxA) that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process.

E. Test Checklists: The Commissioning Agent (CxA) will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the project specifications.

F. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.

G. Test and Inspection Reports: The Commissioning Agent (CxA) will record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application will be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

H. Corrective Action Documents: The Commissioning Agent (CxA) will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor shall retest systems and equipment requiring corrective action. The CxA will document retest results.

I. Issues Log: The Commissioning Agent (CxA) will prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the OPR, BoD, and Contract Documents. The log will identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1. Commissioning Report: The Commissioning Agent (CxA) will document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report will indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BoD, and Contract Documents.

J. Systems Manual: The Commissioning Agent (CxA) will gather required information and compile systems manual as specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS..

1.10 SUBMITTALS:

A. Commissioning Plan Pre-final Submittal: The Commissioning Agent (CxA) will submit six (6) copies of the pre-final commissioning plan to the Commissioner for review and distribution.

B. Commissioning Plan Final Submittal: The Commissioning Agent (CxA) will submit six (6) hard copies and electronically formatted information of the final commissioning plan to the Commissioner. The final submittal will address previous review comments.

C. Test and Inspection Reports: CxA will submit test and inspection reports.

D. Corrective Action Documents: CxA will submit corrective action documents.

1.11 COORDINATION:

A. Coordinating Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer's regularly scheduled construction progress meetings to conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pre-testing Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer to conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

C. Testing Coordination: The Commissioning Agent (CxA) will coordinate with the Resident Engineer the sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Coordinate schedule times with the Resident Engineer for tests, inspections, obtaining samples, and similar activities.

D. Manufacturers' Field Services: The Commissioning Agent (CxA) will coordinate services of manufacturers' field services.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 OPERATION & MAINTENANCE MANUALS

A. General
   1. The CxA shall review the Operation & Maintenance manuals provided by the Contractor or subcontractors for completeness of the document. The review process shall verify that Operation & Maintenance instructions meet specifications and are included for all commissioned equipment furnished by the Contractor.
   2. Published literature shall be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.
   3. The Contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information shall be system specific, concise, to the point and tailored specifically to this facility. The CxA shall review these documents as necessary for final corrections by the Contractor.

B. The Operation & Maintenance Manual review and coordination efforts shall be completed prior to Owner training sessions, as these documents are to be utilized in the training sessions.

C. System Operations Manual
   1. The CxA shall prepare and deliver these documents with inputs from other agencies. The contractors will confirm the proper documents are onsite and readily available. Typically, the manual includes the following:
      a. Commissioned systems single line diagrams (Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
      b. As built sequences of operations, control drawings and original set points (Architect, Engineer, and BMS subcontractor)
      c. Operating instructions for integrated building systems (mechanical and BMS subcontractors).
      d. Recommended schedule of maintenance requirements and frequency (subcontractors).
      e. Recommended schedule for calibrating sensors and actuators (BMS subcontractor)

3.2 DEMONSTRATION AND INSTRUCTION

A. The Contractor shall schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations shall be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio training aids onsite with equipment.

B. The equipment vendors shall provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.

C. For additional prescription pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

3.3 WARRANTY REVIEW / SEASONAL TESTING

A. The CxA will return upon the start of the new season (cooling or heating) after project completion to conduct performance tests that could not be performed due to ambient conditions. The seasonal testing will only be performed if unsuitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted).

B. If agreed upon by facility, Seasonal Testing can also be used for the Warranty Review. During which the CxA will interview the occupants, maintenance staff, review the operation of the building, provide recommendations for installation and operational problems and document warranty and operational issues in the issues database.

3.4 RECORD DRAWINGS

A. The CxA shall review the as built contract documents to verify incorporation of both design changes and as built construction details. Discrepancies noted shall be corrected by the appropriate party.

END OF SECTION 01 91 13

No Text

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary

Contractor

Dated _____ , 20____

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated _____ , 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20____

FMS ID: **HL82125VR**

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: **125 Worth Street**
BOROUGH: **New York 10013**
CITY OF NEW YORK

XBR Inc.
Contractor

Dated April 24, , 20 15

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel 9/25/14

Dated September 25 , 20 14

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated , 20

15
#1005

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

PROJECT ID: **HL82125VR**

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 3 OF 3

ADDENDUM TO THE GENERAL CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: **125 Worth Street**
BOROUGH: **New York 10013**
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

DOHMH

Loring Consulting Engineers

Date: **June 30, 2014**

15-005

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDA CONTROL SHEET

BID OPENING DATE: December 3rd, 2014

PROJECT No. : HL82125VR

TITLE: **125 Worth Street, 1st Floor DOHMH Vital Records**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	GENERAL COUNSEL
#1 Revised Bid Opening Date		11/7/14		
			Christine Flaherty Asst Commissioner Public Building	

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

November 7, 2014

ADDENDUM No. # 1
FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

HL82125VR
125 Worth Street, 1st Floor DOHMH Vital Records

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

The bidder is advised that the items listed below apply to the project:

1. **Revised Bid Opening Date:**
   The Bid Opening for the Contract described below scheduled for November 12th, 2014 at 2:00pm is rescheduled to December 3rd, 2014 at 2:00pm.

   Contract #1 – General Construction Work

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

Dr. Feniosky Peña-Mora
Commissioner

Name of Bidder

By: _____

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDA CONTROL SHEET

BID OPENING DATE: December 3rd, 2014

PROJECT No. : HL82125VR

TITLE: **125 Worth Street, 1st Floor DOHMH Vital Records**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	APPROVED BY: GENERAL COUNSEL
#1 Revised Bid Opening Date		11/7/14		
#2 Revisions to the Bid Booklet; Questions from Bidders and Responses to Questions; Revisions to the Specifications; Drawings		11/14/14		11/14/14
			11/14/14	
			Asso. Commissioner	
			Christine	
			Flaherty	

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

November 14, 2014

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

HL82125VR
125 Worth Street, 1st Floor DOHMH Vital Records

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

The bidder is advised that the items listed below apply to the project:

1. **Revisions to the Bid Booklet:**
   Delete pages 13-1 & 21-3 and replace with pages 13-1R & 21-3R, included with this Addendum.

2. **Questions from Bidders and Responses to Questions:**
   See Attachment A.

3. **Revisions to the Specifications:**
   See Attachment B.

4. **Revisions to the Drawings:**
   See Attachment C.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

Dr. Feniosky Peña-Mora
Commissioner

Name of Bidder

By: _____

DDC PROJECT #: **HL82125VR**

PROJECT NAME: 125 Worth Street, 1st Floor DOHMH Vital Records

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	1) Self Level Underlayment, please provide thickness, confirm minimum is 1/4"? 2) Existing Electrical closet. Confirm no new flooring, base or self-level required.	1) Refer to Specification Section 035416 Hydraulic Cement Underlayment. 2) Floor finish plan calls for new VCT floor in the Existing Electrical Room. Existing sub-floor has to be properly prepared to accept new tile.
2	Drawing P-202 - Plumbing demolition and new work plans at toilet show the furnishing and installing of 4 toilet fixtures; 2 lav and 2 wc plus piping connection to existing risers. The location of these two toilets in rooms 130 and 131 are not shown nor indicated on any of the plumbing drawings. They are also not shown on the architectural drawings.	The location of rooms 130 and 131 are indicated on the key plan of the referenced drawing. The toilets are on the opposite side of the building lobby corridor from the main area of work. Work in these rooms can be found on drawings A-104, M-203, E-202, FA-301, and P-202.
3	For the HVAC condensing unit located on the low roof, where should the vibration isolators be located?	Vibration isolators should be located between the existing dunnage steel and the new support steel. The equipment manufacturer requires that the unit has a continuous perimeter support to prevent warping. Please refer to the attached sketch SKM-2, dated 11/12/2014.
4	Will asbestos abatement / removals as indicated on drawings H001.00 and H002.00 be completed under this contract?	No, asbestos removals will be completed by DDC and ACP-5 will be provided. The replacement of associated pipe insulation should be included as indicated on attached sketch SKM-1, dated 11/12/2014. In addition, drawings H001.00 & H002.00 are deleted from scope of work. See attachment C – Revisions to the Drawings
5	Section #3 on S-201.00 and Section #2 on S-201.00 were not provided on Drawing S-102.00. The only section that was provided was #1 on S-201.00. Please advise.	Section marks have been added. Please refer to attached drawing S-102.00, dated 11/12/2014. See attachment C – Revisions to the Drawings
6	Is there any warranty on the existing roof?	There are no warranties on the existing roof and equipment.
7	What are the logistics for material deliveries and removals?	Notify the facility a minimum of 48 hours in advance for deliveries and removals. Provide the name and a copy of the license of the driver, as well as vehicle make and license plate number. Sidewalk deliveries can take place at the North Sidewalk Lift from 7AM to 2:30PM, when canine is available. Trucking/ Loading Dock deliveries must take place before 7AM; the contractor is responsible for off-hours canine costs ($75 per hour for canine).

Attachment B
Addendum #2
November 13, 2014

DDC PROJECT #: **HL82125VR**

PROJECT NAME: **125 Worth Street, 1st Floor DOHMH Vital Records**

ATTACHMENT B – REVISIONS TO THE SPECIFICATIONS

1. Refer to Table of Contents
   Revision to Table of Contents to exclude Specification Sections 028213 Asbestos Abatement
   Revision to Table of Contents to include Specification Sections 099416 Interior Metallic Paints & Coatings.

2. Refer to Specification Section 028213 Asbestos Abatement
   This section is deleted.

3. Refer to Specification Section 057300 Decorative Metal
   The following articles have been modified:

   Article 1.1 A.2:
   Add: " 2. Copper-alloy (bronze) glass stops (@ rated window infill)"

   Article 2.8 D:
   Revised to read: "Patina Conversion Coating: M36-C12- Chemical Finish: nonetched cleaned, degreased, with color matching Architect's sample."

4. Refer to Specification Section 080671 Door Hardware Schedule
   Hardware Schedule Set 1.0, Set 1.1, & Set 2.0 have been revised:

Set: 1.0

Doors: 1

3	Hinge (heavy weight)	T4A3786 size as required	US10B	MK 087100
1	Exit Device with Card Reader	ED5200AN 1039605 TCRNE1	613	RU 087400
1	Door Closer	7500	690	NO 087100
1	Door Stop	404 / 441CU per conditions	US10B	RO 087100
3	Silencer	608		RO 087100
1	Door Harness	QC-CXXX Size as Required		MK 087100
1	Electric Power Transfer	CEPT-10	US10B	SU 087400
1	Wiring Diagram	.		SA
1	Frame Harness	QC-C1500 (P)		MK 087100
1	Power Supply	Furnished by Security		SA
1	Saddle	2727	G	PE

Set: 1.1

Doors: 3

3 Hinge (heavy weight)	T4A3786 size as required	US10B	MK	087100
1 Exit Device (rim, classroom)	ED5200A 103955	613	RU	087100
1 Door Closer	7500	690	NO	087100
1 Door Stop	404 / 441CU per conditions	US10B	RO	087100
1 Saddle	2727	G	PE	
3 Silencer	608		RO	087100

Set: 2.0

Doors: 2

2 Floor Closer	613 PH H28S	613	RF	087100
2 Magnetic Lock	M680BDX	313	SU	087400
4 Pull	RM3301-36 Mtg-Type 13HD	US10B	RO	087100
1 Wiring Diagram	.		SA	
1 Push Button	EEB2		SU	087400
1 Saddle	2727	G	PE	
1 Power Supply	Furnished by Security		SA	

Notes: Top and bottom rail by glass door manufacturer.

5. Refer to Specification Section 088000 Glazing
Article 1.1 A.3:
Add: "3. Glass for rated infill window."

6. Refer to Specification Section 099416 Interior Metallic Paints & Coatings (Included with this Addendum)
Add Specification Section 099416 Interior Metallic Paints & Coatings.

DDC PROJECT #: **HL82125VR**

PROJECT NAME: **125 Worth Street, 1st Floor DOHMH Vital Records**

ATTACHMENT C – REVISIONS TO THE DRAWINGS

REFER TO DRAWING T-001

1. Drawing list has been modified to include Kiosk Drawings & delete Asbestos Abatement Drawings.
   Add the following drawings:
   a. R-001 Kiosk Shop Drawing (Included with this Addendum)
   b. R-002 Kiosk Shop Drawing (Included with this Addendum)
   c. R-003 Kiosk Shop Drawing (Included with this Addendum)
   d. R-004 Kiosk Shop Drawing (Included with this Addendum)

   Delete the following drawings:
   a. H001.00 Bulk Sample Location Plan General Notes
   b. H002.00 Asbestos Containing Materials First Floor Partial Plan

REFER TO DRAWING T-002

1. Tenant Safety Note #7, #12, & #14 has been modified to the following:

   Note #7: "All electrical power to be shut-off where there is exposed wires."

   Note #12: "Work shall take place during normal working hours 8:30AM to 5:00PM Monday through Friday (not on Holiday) and will confirm to the NYC Noise Code of 2007. Hours outside this schedule shall be coordinated with DDC, DCAS, and Facility management. Deliveries and removals shall be scheduled accordingly, which may not be during normal working hours."

   Note #14: "Construction Operations will not involve interruption of heating, water, or electricity."

REFER TO DRAWING H001.00

1. Drawing deleted.

REFER TO DRAWING H002.00

1. Drawing deleted.

REFER TO DRAWING A-101

1. Note added regarding s/s 1 ¾" x 3" mounting tube/rail (2 per run) for kiosk support between column and wall. Refer to attached Sketch No. SKA-1, dated 11/07/2014.

REFER TO DRAWING A-201

1. Elevation 3: Note added regarding alignment of joints between segments of kiosk assembly. Refer to attached Sketch No. SKA-3, dated 11/07/2014.

REFER TO DRAWING M-201

1. Drawing note #10 added to account for pipe insulation indicated to be removed on drawing H-002. Refer to attached Sketch No. SKM-1, dated 11/12/2014.

REFER TO DRAWING M-202

1. General Note #3 added:
   "3. Drawings are diagrammatic. Refrigerant pipes and associated control and power conduits shall follow the routing of the existing equipment through the roof, pipes and conduits shall not penetrate adjacent spaces within the building."

2. Drawing Note #10 has been modified to the following;
   "10. Provide restrained spring type vibration isolators. 12 Total, UON. Coordinate with specification for additional requirments."

REFER TO DRAWING S-102 (Revised and included with this Addendum)

1. Section marks added.

REFER TO DRAWING S-201 (Revised and included with this Addendum)

1. Section marks added.
2. Isolator detail added.

Unit Price Schedule

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item C - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
040140	1	Existing marble paneling repair - patching and filling of cracks.	300	SF		
040140	2	Replacement of damaged marble and travertine stone panels	400	SF		
230700	3	2" molded glass fiber pipe insulation with PVC jacket	20	LF		

Total Amount of Unit Price Work
* Insert Total amount of Unit Price Work on line C of Bid Form _____ *

Note: All quantities are approximate

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

CONTRACT 1 - General Construction

Project: 125 Worth Street, 1st Floor DOHMH Vital Records
Location: 125 Worth Street, 1st Floor, New York NY 10013
Bidder:

DDC ID: HL82125VR
Sponsor Agency: DOHMH

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
Division 3	CONCRETE							
035416	Hydraulic Cement Underlayment							
	PREPAIR FLOOR FOR VCT TILE INSTALLATION BY HYDRAULIC CEMENT UNDERLAYMENT		SF					
	PATCH AND REPAIR FLOOR FOR PORCELANE TILE INSTALLATION		SF					
	MISCELLANEOUS PATCHING WORK		LS					
	Subtotal							
Division 4	MASONRY							
040140	Interior Stone Restoration							
	REINSTALL SALVAGED MARBLE PANELS		SF					
	REPAIR DAMAGES TO MARBLE PANELS @ COLUMNS		SF					
	Subtotal							
Division 5	METALS							
051200	Structural Steel							
	DUNNAGE:		LBS					
	STEEL TUBES		LBS					
	STEEL BEAMS		LBS					
	STEEL ANGLES		LBS					
	STEEL POSTS ANGLES)		LBS					
	STEEL BRACING (ANGLES)		SF					
	STEEL GRATING 1/4" X 3/16"		LBS					
	STEEL PLATES (KICK AND SUPPORT)		LF					
	STEEL PIPE / POST RAILING							
	Subtotal							

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 09 94 16- INTERIOR METALLIC PAINTS AND COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Interior smooth metallic and brushed metallic paint and coatings systems.

Upon conclusion of the project, the paint manufacture/supplier shall furnish a coating maintenance manual. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touchup procedures, and color samples of each color and finish used.

1.2 RELATED SECTIONS

A. Section 08 1113 – Hollow Metal Doors and Frames

B. Section 08 7100 – Door Hardware

1.3 SUBMITTALS

A. Submit under provisions of General Conditions, Submittal Procedures.

B. Product Data: Manufacturer's data sheets on each product should include:
- Product characteristics
- Surface preparation instructions and recommendations
- Primer requirements and finish specification
- Storage and handling requirements and recommendations
- Application methods
- Cautions, VOCs

C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples and patterns available.

D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, sheen and pattern.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm experienced in applying paints and coatings similar in material, design, and extent to those indicated for this project, whose work has resulted in applications with a record of successful in-service performance

1.5 MOCK-UP

A. Provide a mock-up for evaluation of surface preparation techniques, application workmanship and final appearance. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.

1. Finish surfaces for verification of products, colors, & sheens
2. Provide samples that designate prime & finish coats
3. Do not proceed with remaining work until the Commissioner approves the mock up samples

1.6 DELIVERY, STORAGE, AND HANDLING

A. Product Data: Provide a complete list of all products to be used, with the following information for each:

1. Product name, and type (description)
2. Application & use instructions
3. Surface preparation
4. VOC content
5. Environmental issues
6. Batch date
7. Color number/name

B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits. This specification does not take into consideration wet areas or areas needing high performance coatings.

B. At project closeout, provide to the Commissioner or his representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured by The Sherwin-Williams Company or comparable products by one of the following:

B. Approved Manufacturers

1. PPG Industries, Inc. (Pittsburgh Paints)
2. Sherwin-Williams Company (The)
3. M.A.B. Paints

2.2 SCHEDULE

A. METAL – Hollow Metal Doors and Frames

1. Latex Systems:

a. High Gloss Finish
HI-PERFORMANCE

- 1st Coat: S-W ProIndustrial Pro-Cryl Universal Primer B66-310 Series.
- 2nd Coat: Pro Industrial Acrylic Eg-Shel B66-660 Series
- 3rd Coat: Pro Industrial Acrylic Eg-Shel B66-660 Series
- 4th Coat: SW Metallic
- 5th Coat: Waterbased Acrolon 100 Urethane Gloss B65T724

B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MATERIALS - GENERAL REQUIREMENTS

A. Paints and Coatings - General:

1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared. Notify Commissioner of unsatisfactory conditions before proceeding.

B. If substrate preparation is the responsibility of another installer, notify Commissioner of unsatisfactory preparation before proceeding.

C. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

3.2 SURFACE PREPARATION

A. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

B. Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.

C. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

D. Remove mildew before painting by washing with a solution of one (1) part liquid household bleach and three (3) parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes; however, do not allow the solution to dry on the surface. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

E. No painting should take place when the interior temperature is below 50°F unless the specified product is designed for the marginal conditions.

F. Methods:

1. Galvanized Metal:
   a) Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP7 is necessary to remove these treatments.

For the Brushed Metallic finish, follow the directions for applying the Metallic Glaze for the smooth metallic finish above. After applying the metallic finish to an area about 4 feet by 4 feet, while the Metallic is still wet, lightly brush the metallic film is sweeping patterns with a handheld (not on a roller frame) 3/8" nap microfiber roller cover, through the coating into adjacent, already brushed areas, to blend the brushed metallic appearance. Completely and uniformly cover the entire surface.

3.3 INSTALLATION

A. Apply all coatings and materials with manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendation

B. Do not apply to wet or damp surfaces

1. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
2. Test new concrete for moisture content.

C. Apply coatings using methods recommended by manufacturer.

1. For the Smooth Metallic finish, apply the Faux Impressions Metallic Glaze using a brush to cut into corners and while the glaze is still wet, immediately blend the paint with a microfiber mini-roller into the body area of the walls. Finish the remaining wall surface with a 9/16" microfiber roller cover, blending the mini roller edged areas in a random, sweeping motion.

2. For spray application, spray this product fairly thin and even "fog" coat. Use a .412 tip or larger and figure approximate 500 sq ft per gallon. If applied as heavily as the roller application it will sag. Additional fog coats can be applied once dry, although are not usually necessary. Dry time between coats is around 90 minutes.

D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen

E. Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.

F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

G. Inspection: The coated surface must be inspected and approved by the Architect or Engineer just prior to Clear Coat application.

3.4 PROTECTION & REPAIR

A. Protect finished coatings from damage until completion.of project.

B. Repairing any painted finish, especially decorative coatings, takes great care and

attention to detail. If the following recommendations do not result in a successful repair that blends in to the adjacent finish, please re-paint the entire area corner-to-corner.

Small Repairs: Small scratches, dents and holes should be addressed with small devices. Using a 1" putty knife, fill the blemish with light weight spackle. Do not extend beyond the damaged area. Allow spackle to dry. Lightly sand the area using 180 grit sandpaper. Using the rounded edge of a microfiber mini roller sleeve, apply primer in a tapping/pouncing motion to create roller stipple. Allow primer to dry. Apply 1 or 2 coats of the eg-shel paint in the same manner. Allow to dry. Apply the Metallic coating with the rounded edge of the microfiber roller with the same tapping/pouncing motion. Try to stay close to the edge of the repair. Allow to dry and view wall from various angles.

Large Repairs: Large holes, dents or cracks should be repaired per proper steps using joint compound, mesh tape, sanded and finished to blend in with the wall. The same primer and eg-shel paint that was applied during the original painting should be applied using the same nap and type of roller sleeves. Once dry, you can attempt to roller the Metallic coating over the affected area. Allow to dry and view from various angles. If the patch does not blend in, then you will need to repaint corner-to-corner for acceptable results.

3.5 CLEANING

A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.

B. Re-install hardware, electrical equipment plates, and other items that have been removed to protect from contact with coatings.

C. Reconnect equipment adjacent to surfaces indicated to receive coatings.

D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.

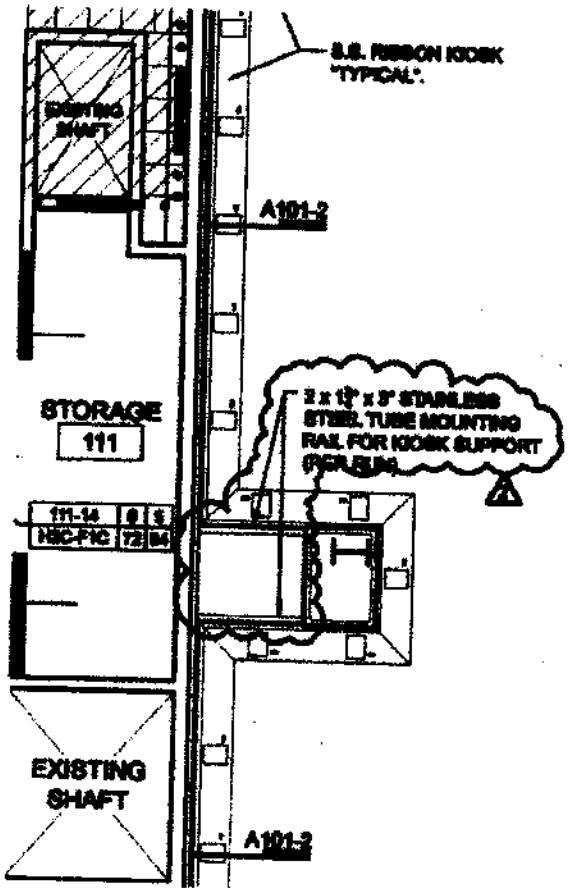
E. Remove protective materials.

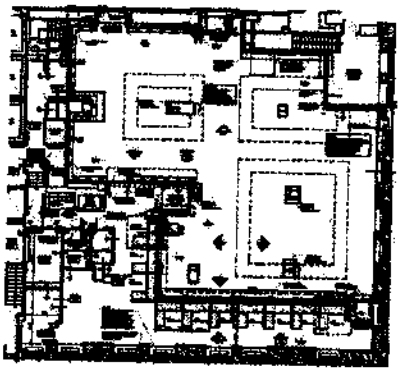
3.6 PROTECTION

A. Protect completed coating applications from damage by subsequent construction activities.

B. Repair to the Commissioner 's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Commissioner 's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.

END OF SECTION



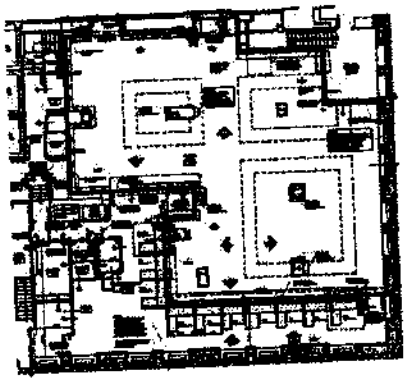


KEY PLAN

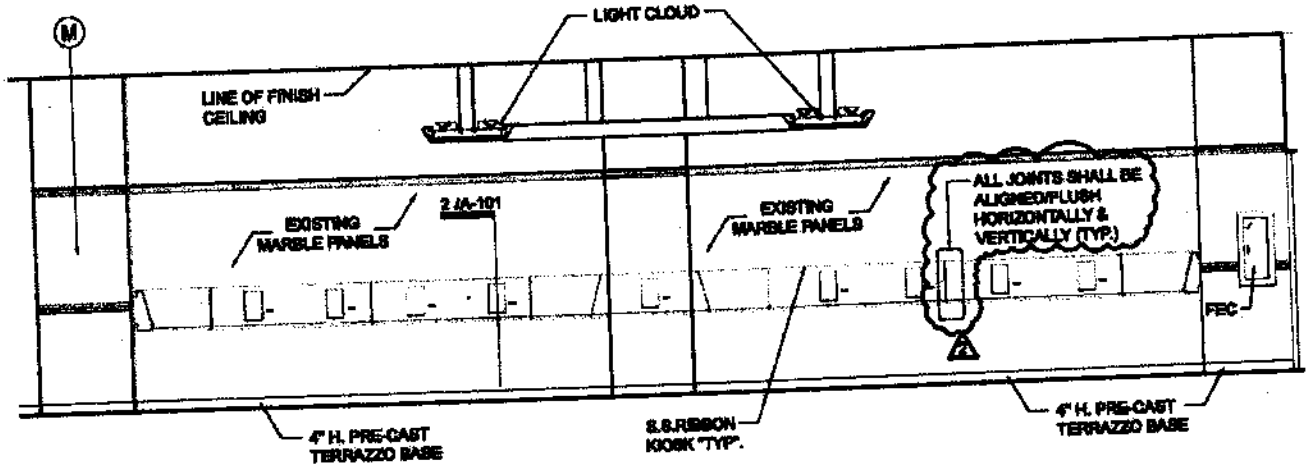
FIRST FLOOR-PART PLAN

Studio A+T
Architects, P.C.
34 west 27th Street
New York, NY 10001
Tel: 212 691 0224
W: satarchitects.com

PROJECT: **OFFICE OF VITAL RECORDS**			JOB No.: 8473.00
DRAWING TITLE: NEW CONSTRUCTION 1ST FLOOR PLAN (REF. DWG. A-101.00)			
DRAWN BY: JS	CHECKED BY: JT	DATE: 11/07/2014	DRAWING No.: SKA-1

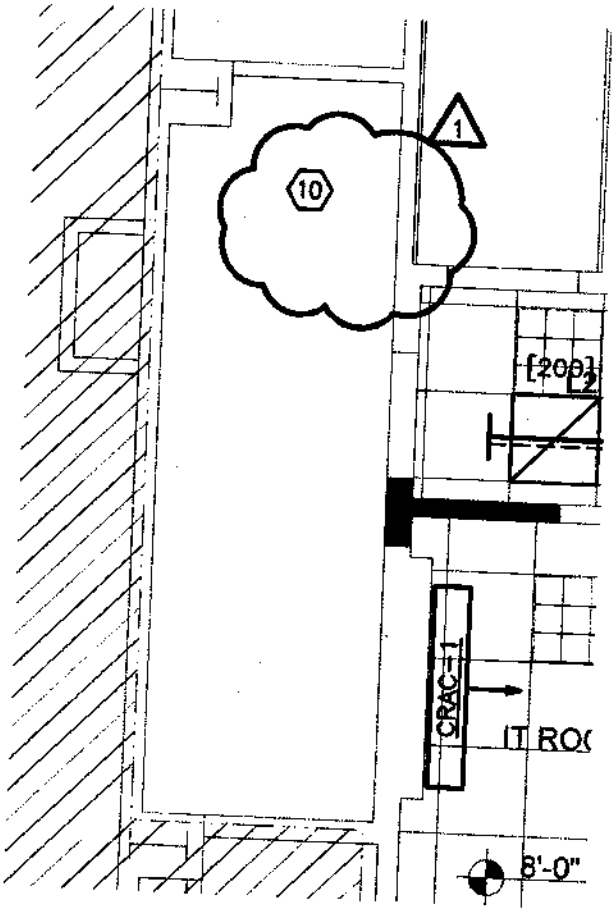


KEY PLAN

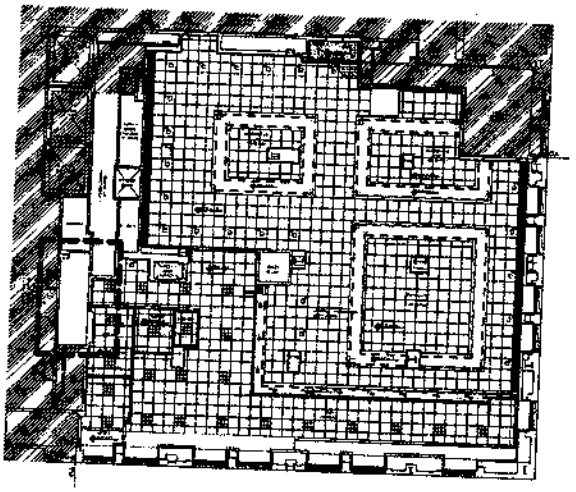


3 ELEVATION (DWG-A-201.00)
SCALE: ½" = 1'-0"

Studio A+T Architects, P.C.	34 west 27th Street New York, NY 10001 Tel: 212 691 0224 W: satarchitects.com	PROJECT: OFFICE OF VITAL RECORDS			JOB No.: 8473.00
		DRAWING TITLE: INTERIOR ELEVATIONS/REF . DWG. A-201.00			
		DRAWN BY: JS	CHECKED BY: JT	DATE: 11/07/2014	DRAWING No.: SKA-3



MECHANICAL PART PLAN
1/4"=1'-0"

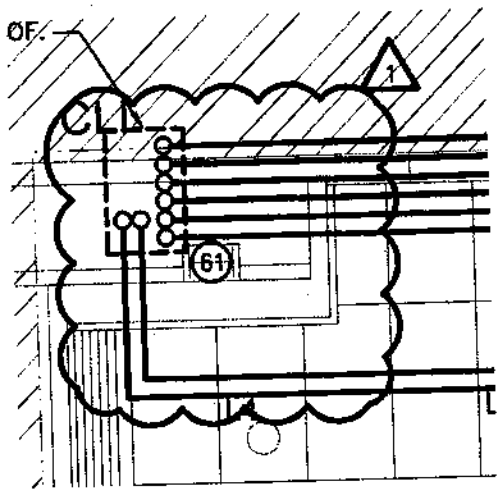


KEY PLAN
1/32"=1'-0"

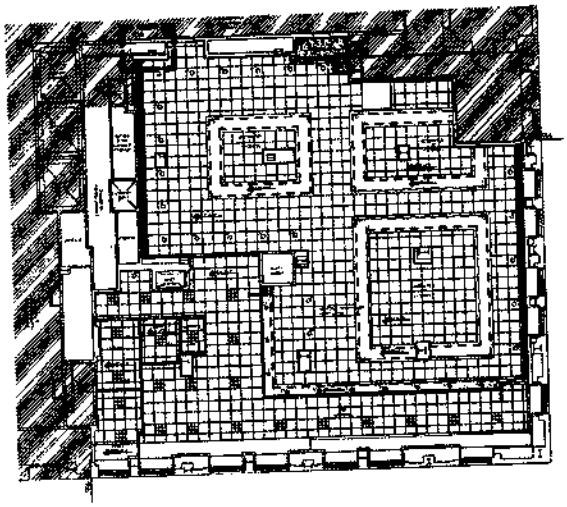
1 (10) PROVIDE AND INSTALL PIPE INSULATION IN THE BASE LUMP-SUM BID. PER SPECIFICATIONS. SIZE TO MATCH EXISTING PIPE. IN ADDITION, ALLOW A TOTAL OF 20 LF; PROVIDE COST IN UNIT PRICE ALLOWANCE FORM. BASE COST ON 3" PIPE.

Joseph R. Loring & Associates, Inc.
consulting engineers
21 Pennsylvania Plaza New York, NY 10001
Tel: (212) 563-7400 Fax: (212) 563-7382

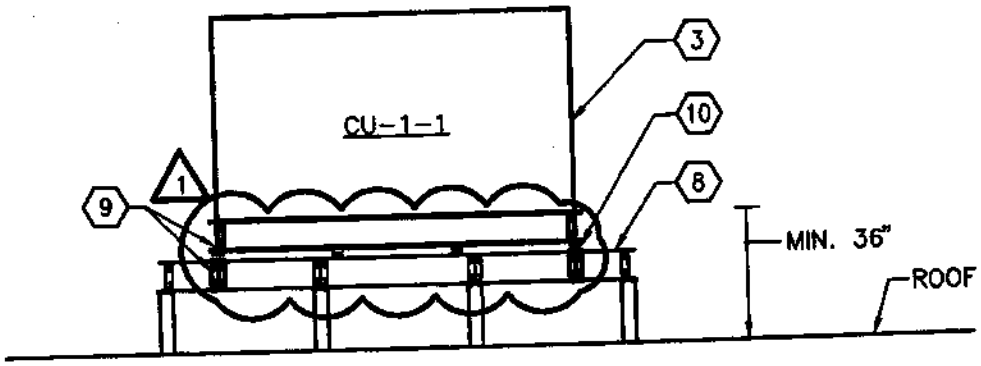
PROJECT: OFFICE OF VITAL RECORDS			JOB No.: 8473.000
DRAWING TITLE: MECHANICAL PART PLANS (REFERENCE DRAWING M-201)			
DRAWN BY: ACB	CHECKED BY: ACB	DATE: 11/12/2014	DRAWING No.: SKM-1



MECHANICAL PART PLAN - FIRST FLOOR
1/4"=1'-0"



KEY PLAN - FIRST FLOOR
1/32"=1'-0"



CONDENSING UNIT ELEVATION
SECOND FLOOR LOW ROOF
NOT TO SCALE

(9) PROVIDE NEW STEEL PER STRUCTURAL DRAWINGS. (1)
(10) PROVIDE RESTRAINED SPRING TYPE VIBRATION ISOLATORS. 12 TOTAL. UON. COORDINATE WITH SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

GENERAL NOTES:

1. ALL MECHANICAL SYSTEM PIPING SUPPORTS SHALL BE INSTALLED IN ACCORDANCE WITH CHAPTER 3, SECTION 308 (NYCMC). ALL CONDENSED LIQUID BY-PRODUCT DRAIN SYSTEMS PROVIDED FOR MECHANICAL SYSTEM EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH CHAPTER 3, SECTION 307 (NYCMC).
2. CONTRACTOR SHALL MEASURE SOUND PRESSURE BEFORE THE START OF WORK, AND AGAIN AFTER THE WORK IS COMPLETED TO PROVE COMPLIANCE WITH NYCMC 928. REFER TO TABLES ON DRAWING M-202 FOR REQUIREMENTS.
3. (1) DRAWINGS ARE DIAGRAMMATIC. REFRIGERANT PIPES AND ASSOCIATED CONTROL AND POWER CONDUITS SHALL FOLLOW THE ROUTING OF THE EXISTING EQUIPMENT THROUGH THE ROOF. PIPES AND CONDUITS SHALL NOT PENETRATE ADJACENT SPACES WITHIN THE BUILDING.

Joseph R. Loring & Associates, Inc.
consulting engineers
21 Pennsylvania Plaza New York, NY 10001
Tel: (212) 563-7400 Fax: (212) 563-7382

PROJECT: OFFICE OF VITAL RECORDS			JOB No.: 8473.000
DRAWING TITLE: MECHANICAL PART PLANS (REFERENCE DRAWING M-202)			
DRAWN BY: ACB	CHECKED BY: ACB	DATE: 11/12/2014	DRAWING No.: SKM-2

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDUM TO THE GENERAL CONDITIONS FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: **HL82125VR**

PROJECT NAME: **125 Worth Street, 1st Floor DOHMH Vital Records**

PROJECT DESCRIPTION: This project involves the renovation of approximately 5,800 SF on the First Floor of the 125 Worth Street Building for the New York City Department of Mental Health vital records offices. The space will consist of a public waiting room with 10 transaction counters and ancillary offices and equipment rooms. The project includes the removal of existing walls, ceilings, floors and mechanical and electrical systems and equipment as indicated on the contract documents. Protect, selectively remove and reinstall marble finishes where indicated. Provide new custom designed kiosks. Coordinate work with Owner-provided fixtures, furniture and equipment, including IT, security, AV and Q-matic systems. Provide new split system A/C unit and all associated equipment. Renovate two existing toilets and convert one toilet to ADA toilet as shown on contract drawings. Extend sprinkler line from Basement and fully sprinkler area of work. Provide new lighting fixtures, wiring devices and associated conduit, wiring and raceway. Provide additional fire alarm devices to existing fire alarm system as indicated.

PROJECT LOCATION: **125 Worth Street**
BOROUGH: **Manhattan**
CITY OF NEW YORK
ZIP CODE: **10013**
COMMUNITY BOARD #: **1**
LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: ***NO***
If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project.
LANDMARK QUALITY STRUCTURE: ***YES***
If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project.

II. LEED GREEN BUILDING REQUIREMENTS

Not Used

III. COMMISSIONING REQUIREMENTS

Not Used

IV. PROJECT MANAGEMENT

☑ DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.

☐ DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 1000	1.4 (B)	Scope and Intent / LEED		✓	
	1.4(C)	Scope and Intent / Commissioning		✓	
01 3233		Photographic Documentation			✓
01 3300	1.7 (A-D)	LEED Submittals		✓	
01 3503		General Mechanical Requirements	✓		
01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)			✓
	3.3 (A-E)	Electrical Wiring Devices	✓		
	3.4 (A-I)	Electrical Conductors and Terminations	✓		
	3.5 (A-B)	Circuit Protective Devices	✓		
	3.6 (A-J)	Distribution Centers		✓	
	3.7 (A-I)	Motors	✓		
	3.8 (A-I)	Motor Control Equipment	✓		
01 3591		Historic Treatment Procedures	✓		
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water		✓	
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities	✓		
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units		✓	
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets	✓		
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines		✓	
	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	✓		
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		✓	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting	✓		
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		✓	
	3.5 (A-J)	Temporary Heat	✓		
	3.8 (A)	DDC Field Office / Office Space in Existing Building	✓		
	3.8 (B)	DDC Field Office / DDC Field Office Trailer		✓	
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		✓	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer		✓	
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office			✓
	3.13(A-D)	Work Fence Enclosure		✓	
	3.15	Plant Pest Control Requirements and Tree Protection		✓	
	3.17(B)	Project Rendering		✓	
	3.18 (A-C)	Security Guards / Fire Guards on Site		✓	

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories		✓	
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		✓	
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings	✓		
01 7300	3.3 (A-I)	Surveys		✓	
	3.4 (A-B)	Borings		✓	
	3.12 (A-D)	Sleeves and Hangers		✓	
	3.13 (A)	Sleeve and Penetration Drawings		✓	
	3.15 (A)	Location of Partitions	✓		
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		✓	
01 7900		Demonstration and Owner's Pre-Acceptance Orientation	✓		
	3.2 (A)	Non-Commissioned Projects		✓	
	3.2 (B)	Commissioned Projects		✓	
01 8113		Sustainable Design Requirements for LEED Buildings		✓	
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		✓	
01 8119		Indoor Air Quality Requirements for LEED Buildings		✓	
01 9113		General Commissioning Requirements		✓	

AMENDED SECTIONS/SUB-SECTIONS

The Contractor is advised that the amended Sub-Sections set forth below are included in the General Conditions and apply to the Project.

Revisions to the Specifications:

1. Section 013233 PHOTOGRAPHIC DOCUMENTATION
   a. Delete Para. 1.4C,D
   b. Delete Para. 3.1, 3.2.
   c. Delete Para 3.5

2. Section 013506 GENERAL ELECTRICAL REQUIREMENTS
   a. Delete Para. 3.2A 5,6

3. Section 015000 3.8D DDC FIELD OFFICE/ADDITIONAL EQUIPMENT FOR THE FIELD OFFICE
   a. Para. 3.8D, 3a7: Replace "CD's/DVD's with "CD's/DVD's/USB flash drives"

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

(1) **GENERAL**: The following are set forth below: (a) Special Experience Requirements applicable to the contractor or subcontractor that will perform specific areas of work, and (b) Special Experience Requirements applicable to the manufacturer that will provide specific material or equipment.

(2) **REVISION OF SPECIFICATIONS AND DRAWINGS**: In the event the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth below, such Special Experience Requirement is deemed deleted, except as otherwise expressly provided in Section VIII of this Addendum.

(3) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK**: The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the contractor intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the contractor intends to subcontract these specific areas of work, the proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

(a) Special Experience Requirement #1: The contractor or subcontractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Such prior projects must have involved facilities determined by the City to be of landmark quality and/or historical significance. This Special Experience Requirement applies to the contractor or subcontractor that will perform specific areas of work specified in the sections set forth below.

General Construction:

- Section 05 75 00 – Decorative Formed Metal

(4) **SPECIAL EXPERIENCE REQUIREMENTS FOR MANUFACTURERS**: The special experience requirements set forth below apply to the manufacturer that will supply or fabricate specific material or equipment. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of award, the contractor will be required to submit the qualifications of the proposed manufacturer(s). Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City

(a) Special Experience Requirement #2: The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years. This Special Experience Requirement applies to the manufacturer that will provide material or equipment specified in the section(s) set forth below.

General Construction:

- Section 05 75 00 – Decorative Formed Metal

IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

(1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.

(2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".

(3) Architect / Engineer: Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".

(4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.

(a) Proprietary Items: If the Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.

(5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.

(a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.

(b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.

(c) Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.

(d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.

(6) Alternate Bids: If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.

(7) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."

(8) LEED Related Provisions: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles, such provisions are deemed deleted and replaced with the requirement that if the contractor has purchased FSC certified wood, rapidly renewable materials, or materials within 500 miles, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).

(9) Guarantees: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.

(10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.

(a) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.

(b) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.

(c) In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.

(11) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.

(12) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.

(13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.

(14) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.

(15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.

(16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.

(17) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)
Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to each separate contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1	
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet	
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet	
Article 14 Contract	Time of Completion	Consecutive Calendar Days	**270 ccds**	
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	**$400**	
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	**60%**	
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required	**5%**
			If 100% bonds are not required, and Contract Price is less than $1,000,000	**10%**
			If 100% bonds are not required, and Contract Price is more than $1,000,000	**10%**
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	**1%**	
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions	
Article 74 Contract	Statement of Work		See Contract Article 74	
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75	
Article 78 Contract	MWBE Program		See M/WBE Utilization Plan in the Bid Booklet	

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

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

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $1,000,000.00 per occurrence and $2,000,000.00 per project aggregate applicable to this **Contract.** Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). 3. DOHMH 4. DDC 5. DCAS
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 □ Jones Act Art. 22.1.3 □ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **Note**: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)		Minimum Limits and Special Conditions
■ Builders' Risk	Art. 22.1.4	100 % of total value of **Work** **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ Commercial Auto Liability	Art. 22.1.5	$1,000,000.00 per accident combined single limit If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90 Additional Insured: 1. City of New York, including its officials and employees 2. DOHMH 3. DDC 4. DCAS
☐ Contractor's Pollution Liability	Art. 22.1.6	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.7(c)	$_____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Ship Repairers Legal Liability	$_____ each occurrence [Contracting agency to fill in total value of City vessels involved]
[OTHER] Art. 22.1.8 ☐ Collision Liability/Towers Liability	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Railroad Protective Liability _____	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the ☐ to left will be required under this contract.

[OTHER] Art. 22.1.8 ■ Asbestos Liability _____	Only required of the Contractor or Subcontractor performing any required asbestos removal. $1,000,000 each occurrence, $2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal. Additional Insureds: 1. City of New York, including its officials and employees 2. DOHMH 3. DDC 4. DCAS
[OTHER] Art. 22.1.8 ■ Boiler Insurance_____	$200,000
[OTHER] Art. 22.1.8 ■ Professional Liability In the event any section of the Specifications requires the Contractor to engage a Professional Engineer to provide design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing professional services, shall provide Professional Liability Insurance.	$1,000,000 per occurrence The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Broker's Certification

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

CERTIFICATION BY BROKER

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

_____

[Name of broker (typewritten)]

_____

[Address of broker (typewritten)]

_____

[Email address of broker (typewritten)]

_____

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

_____

[Signature of authorized official or broker]

_____

[Name and title of authorized official (typewritten)]

State of .....)
) ss:
County of .....)

Sworn to before me this

_____ day of _____, 20__

_____

NOTARY PUBLIC FOR THE STATE OF_____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART IV. Address of Commissioner

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

SCHEDULE B

Guarantees and Warranties

(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)

GUARANTY FROM CONTRACTOR

(1) Contractor's Guaranty Obligation: The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:

- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period shall be (2) two years.

- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period shall be (2) two years. During the guarantee period, the Contractor shall provide all maintenance services set forth in the Specifications.

(2) Guaranty Period: The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.

(3) Other Provisions Deemed Deleted: In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

****

WARRANTY FROM MANUFACTURER

(1) Contractor's Obligation to Provide Warranties: The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth below and will be replaced or repaired within such specified period. The Contractor shall deliver all required warranties to the Commissioner.

(2) Required Warranties:

Specification Number	Material or Equipment	Warranty Period
07 9200	Joint Sealants (Manufacturer)	5 years
08 4226	Glass Entrance	2 years
08 4226	Concealed Floor Closers	10 years
08 7100	Door Hardware (Standard)	1 year
08 7100	Mortise Locks and Latches	10 years
08 7100	Exit Hardware	5 years
08 7100	Manual Surface Door Closers	25 years
08 7100	Heavy Duty Door Closers	10 years
08 7100	Shallow Depth Floor Closers	2 years
08 7100	Electromechanical Door Hardware	2 years
08 7400	Access Control Hardware (Standard)	1 year

Specification Number	Material or Equipment	Warranty Period
08 7400	Electromechanical and Integrated Access Control Door Hardware	2 years
08 7400	Motorized Electric Latch Retraction Exit Devices	3 years
08 7400	Mortise Locks and Latches	10 years
08 7400	Securitron(SU) –M680 Series Surface Electromagnetic Locking Devices	Lifetime Replacement
08 8000	Laminated Glass Units	3 years
10 2813	Component Parts of Electric Hand Dryers (Except Brushes)	5 years
10 2813	Electric Hand Dryers' Brushes	3 years
10 2813.13	Mirror	3 years
10 4413	Fire Extinguisher Cabinets	6 years
12 2413	Roller Shade Hardware and Chain	25 years
12 2413	Standard Shadecloth	25 years
12 2413	Roller Shade	1 year
21 0500	Basic Fire Suppression Materials and Methods	5 Years
21 0503	Pipes and Tubes for Fire Suppression Piping and Equipment	20 Years
22 0503	Pipes and Tubes for Plumbing Piping and Equipment	20 Years
22 0523	Valves	5 Years
22 0529	Hangers and Supports for Plumbing Piping	5 Years
22 0700	Plumbing Insulation	5 Years
22 0700	Plumbing Fixtures	5 Years
23 0503	Pipes and Tubes for HVAC Piping and Equipment	20 Years
23 0514	Motor Controls	2 Years
23 0923	Direct-Digital Control System for HVAC	5 Years
23 3300	Air Duct Accessories	5 Years
23 3400	HVAC Fans	5 Years
23 3600	Air Terminal Units	5 Years
23 6313	Air-Cooled Refrigerant Condensers	5 Years
23 7300	Indoor Central-Station Air-Handling Units	5 Years
23 8126	Split-System Air Conditioners	5 Years

(3) Application: The obligations under the warranty for the periods specified above shall apply only to the manufacturer of the material or equipment, and not to the Contractor or its Surety; provided, however, the Contractor retains responsibility for obtaining all required warranties from the manufacturers and delivering the same to the Commissioner.

(4) Other Provisions: The warranty requirements set forth in this Schedule B are also included in the Specifications.

(a) In the event of any conflict between a warranty requirement set forth in the Specifications and a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall take precedence.

(b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, shall remain in full force and effect

(c) In the event a warranty requirement for a particular item of material or equipment is omitted from both Schedule B and the Specifications, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.

(d) In the event a warranty requirement is provided for a particular item of material or equipment, and such requirement specifies a warranty period that is longer than that which is actually provided by any of the specified manufacturers, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.

(e) Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

SCHEDULE C

Contract Drawings

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

Title Sheet	T-001.00	Site Plan & Drawing List
	T-002.00	Abbreviations and Notes
ACM	H-001.00	Asbestos Abatement Location General Notes
	H-002.00	Asbestos Abatement Location Second Floor Roof Partial Plan
Architectural	LS-101.00	Life Safety Plan
	D-101.00	Demolition Floor Plan – First Floor
	D-102.00	Ceiling Demolition Plan
	A-101.00	New Construction Plan – First Floor
	A-102.00	Reflected Ceiling Plan
	A-102A.00	Reflected Ceiling Plan Cloud Details
	A-103.00	Lighting Fixtures Schedule and Ceiling Details
	A-103.00	Demolito0n and New Construction Plan at Toilets and Interior Elevations
	A-201.00	Interior Elevations
	A-202.00	Interior Elevations
	A-401.00	Partition Types
	A-402.00	Door & Frame Details
	A-403.00	New Glass Door, Jamb & Frame Details
	A-404.00	New Roll-up Gate Jamb & Frame Details
	A-501.00	Millwork Details
	A-502.00	Millwork Details
	FF-101.00	Wall and Floor Finish Plans
	FP-101.00	Furniture & Power Plan
Structural	S-001.00	Structural Notes
	S-102.00	Existing Second Floor Part Plans
	S-201.00	Superstructure Sections and Typical Details
Mechanical	M-001.00	Mechanical Symbols Abbreviations and Notes
	M-101.00	First Floor Mechanical Demolition Plan
	M-201.00	First Floor Mechanical Plan
	M-202.00	First & Second Floor Mechanical Part Plans
	M-203.00	Mechanical Demolition and New Work Plans at Toilets
	M-401.00	Mechanical Schedules Sheet 1 of 2
	M-402.00	Mechanical Schedules Sheet 2 of 2
	M-501.00	Mechanical Details Sheet 1 of 3
	M-502.00	Mechanical Details Sheet 2 of 3

	M-503.00	Mechanical Details Sheet 3 of 3
	M-504.00	Mechanical AHU-1 Controls
Electrical	E-007.00	Electrical Symbols, Notes & Abbreviations
	E-101.00	First Floor Demolition Plan
	E-102.00	First Floor Lighting Demolition Plan
	E-103.00	First Floor Lighting Plan
	E-202.00	Electrical Demolition and New Work Plans at Toilets
	E-301.00	First Floor Power Plan
	E-302.00	Second Floor Roof Part Plan
	E-401.00	Electrical Panel Schedules
	E-501.00	Details
	E-502.00	Details
	EN-001.00	Energy Analysis
	FA-001.00	Fire Alarm Symbols, Notes & Abbreviations
	FA-301.00	Fire Alarm New Work Plans at Toilets
	FA-302.00	First Floor Fire Alarm Plan
Plumbing	P-001.00	Plumbing Symbols, Notes, Abbreviations and Details
	P-201.00	First Floor Plumbing Plan
	P-202.00	Plumbing Demolition and New Work Plans at Toilets
Sprinklers	SP-001.00	Sprinkler Symbols, Note & Abbreviations
	SP-201.00	Cellar Floor Sprinkler Plan
	SP-202.00	First Floor Sprinkler Plan
	SP-301.00	Sprinkler Details
	SP-401.00	Sprinkler Riser Diagram

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

Requirements for electrical motor equipment may be included in one or more sections of the Specifications for the Contract for the Project. Schedule D set forth below delineates specific information for electrical motor control equipment. In the event of any conflict between the Specifications and this Schedule D, Schedule D shall take precedence; provided, however, in the event of an omission from Schedule D (i.e., Schedule D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from Schedule D shall have no effect and the Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

DB Disconnect Circuit Breaker (Switch)
TS Thermal Switch
MS Magnetic Starter
CMS Comb. Mag. Starter
P Pilot Light
F Firestat
T Thermostat
AL Alternator
BG Break Glass Station
HOA Hand-Off Auto.
PB Push Button Station
RO Remote "off"

Equip. Ident.	Location	# of Units	HP or KW	Volts and Phase	Control Type: See legend above	Remarks:
AHU-1	1st Floor Ceiling	1	10.26 KW	208/3	DB	
CU-1	2nd Floor Roof	1	48 KW	208/3	DB	
CP-1	1st Floor	1	.15 KW	115/1	DB	
TF-1	Toilet Ceiling	1	.5 KW	115/1	DB	
RF-1	1st Floor Ceiling	1	7.5 HP	208/3	CMS	
CRAC-1	IT Room	1	1 KW	208/1		
CRAC-1	2nd Floor Roof	1	2.7 KW	208/1		

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

SCHEDULE F

Submittals Schedule

(Reference: Section 01 3300 Article 1.5 (C) of the General Conditions)

The Schedule set forth below lists all submittal requirements for the Contract. In the event of any conflict between the Specifications and this Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F shall have no effect and the information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.

CONSULTANT: LORING Consulting Engineers
TELEPHONE NUMBER: 646-674-6100
DDC PROJECT MANAGER:
TELEPHONE NUMBER:

DATE: _____

APPROVED: _____
(DDC RESIDENT ENGINEER/CPM)

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
01 3200	Construction Schedule,		X														
	Submittal Schedule		X														
01 3300	Coordination Drawings		X														
01 3526	Safety and Health Program	X															
01 3526	Contractor's Safety Plan	X															
01 3526	Historic Treatment Plan	X															
01 7419	Waste Management Plan	X															

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
01 7900	Instruction Program for Demonstration & Orientation	X															
01 7900	Qualification Data	X															
01 7839	Record Drawings		X														
02 4119	Selective Demolition	X															
03 5416	Hydraulic Cement Underlayment	X			X												
04 0140.91	Interior stone restoration	X	X	X	X												
05 1200	Primer paint, repair paint				X												
	Stud shear connectors				X												
	Expansion/ adhesive anchors				X												
	Steel shop drawings		X														
	Calculations		X														
	Steel affidavit		X														
	Bolt test reports		X														
	Welders qualifications & license		X														

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
	Material listing		X														
	ICC certification for mechanical/ adhesive anchors		X														
	Fabricator qualifications		X														
	Erector qualifications		X														
05 5000	Metal fabrications	X	X	X													
05 5819	Heating unit covers	X	X	X													
05 7300	Decorative metal railings	X	X	X	X												
06 1053	Miscellaneous Rough Carpentry	X	X		X												
06 4113	Wood-veneer-faced arch woodwork	X	X	X	X												
06 4116	Plastic Laminate-Faced Architectural Cabinets	X	X	X	X												
06 6116	Solid surfacing fabrications	X	X	X	X												
07 8413	Penetration Firestopping	X			X												
07 9200	Joint Sealants	X		X	X												
08 0671	Door Hardware Schedule	X	X		X												

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
08 1113	Hollow Metal Doors And Frames	X	X		X												
08 3323	Overhead coiling doors	X	X		X												
08 4226	All-glass entrances	X	X	X	X												
08 7100	Door Hardware	X	X	X	X												
08 7400	Access Control Hardware	X	X	X	X												
08 8000	Glazing	X	X	X	X												
09 2216	Non-Structural Metal Framing	X	X	X	X												
09 2900	Gypsum Board	X		X	X												
09 3013	Ceramic Tiling	X		X	X												
09 5113	Acoustical Panel Ceilings	X		X	X												
09 6519	Resilient Tile Flooring	X		X	X												
09 6623.16	Epoxy-Terrazzo-Floor	X	X	X	X												
09 7200	Wall Coverings	X	X	X	X												
09 9123	Interior Painting	X		X	X												
10 2813.13	Commercial Toilet Accessories (electric hand dryer)	X			X												

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 – GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
10 2813.13	Commercial Toilet Accessories	X	X		X												
10 4413	Fire Extinguisher Cabinets	X			X												
12 2413	Roller Window Shades	X	X	X	X												
12 3623.13	Plastic-Laminate-Clad Countertops	X	X	X	X												
21 0500	Valve Charts		X														
	Equipment Identification Markings				X												
	Coordination Drawings		X	X													
	Access Doors				X												
	Welding Procedures				X												
	Welder Qualifications				X												
	Operating Instructions			X													
	Operating and Maintenance Manuals			X													
	Record Drawings			X													
21 0503	Piping				X												
	Fittings				X												

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: Contract 1 – GENERAL CONSTRUCTION TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
21 0504	Valves				X												
	Pressure Restricting Devices				X												
21 0505	Hangers				X												
	Sleeve Seals				X												
21 1313	Sprinklers		X		X												
	Alarm Devices				X												
22 0500	Coordination Drawings		X														
	Operation and Maintenance Manuals			X													
	Record Drawings		X	X													
	Identification Markings				X												
	Access Doors				X												
	Painting				X												
	Welding Procedures			X													
22 0503	Piping				X												
	Fittings				X												
22 0523	Valves				X												
22 0529	Hangers				X												

REPORT DATE		FMS ID #/PROJECT ID #: HL82125VR CONTRACT REGISTRATION #: PROJECT NAME: 125 Worth Street 1st Floor DOHMH Vital Records							CONTRACT #: **Contract 1 -- GENERAL CONSTRUCTION** TRADE: SHOP DRAWING LOG SHEET #								
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL			SUB. DATE	REQ'D DEL.	FABRIC. TIME	SUBMISSIONS								
			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
	Sleeves				X												
	Firestopping				X												
22 0553	Identification Markings				X												
22 0700	Plumbing Insulation				X												
22 4000	Plumbing Fixtures																
23 0500	Coordination Drawings		X	X													
	Operating and Maintenance Manuals																
	Record Drawings		X	X													
	Identification Markings				X												
	Access Doors				X												
23 0503	Pipes		X														
23 0513	Motors				X												
23 0514	Motor Controls		X		X												
23 0523	Valves				X												
23 0529	Hangers / Supports				X												
	Firestopping		X		X												
23 0548	Vibration Isolators		X		X												

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			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 0549	Seismic Restraints		X		X												
23 0553	Identification		X	X	X												
23 0593	Testing, Adjusting & Balancing		X														
23 0700	Insulation			X	X												
23 0900	Instrumentation & Control for HVAC		X														
23 0923	DDC Controls		X		X												
23 0993	Sequence of Operations for HVAC Controls		X														
	Graphic Display			X													
23 2213	Pipe, Fittings, Accessories				X												
	Valves		X		X												
	Hangers / Supports				X												
	Pressure Test		X														
23 2216	Steam Specialties		X		X												
23 2300	Refrigerant Piping		X		X												
	Valves				X												
	Specialties				X												

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			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 3100	Ductwork		X		X												
	Terminal Units		X		X												
	Duct Liner				X												
	Duct Connectors				X												
	Test Report		X														
23 3300	Volume Dampers		X		X												
	Duct Access Doors		X		X												
	Duct Test Holes		X		X												
	Fire Dampers		X		X												
	Smoke Dampers		X		X												
	Backdraft Dampers		X		X												
	Flexible Duct Connections		X		X												
	Cable Control Dampers		X		X												
23 3400	Fans		X		X												
23 3600	Air Terminal Units		X		X												
23 3700	Air Outlets				X												
23 4000	Air Filters		X		X												
23 6313	Condensers				X												

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			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
23 7300	Air Handlers				X												
23 8126	Split Air Conditioners				X												
26 0500	Coordination Drawings		X	X													
	Operating and Maintenance Manuals			X													
	Record Drawings		X	X													
	Access Doors				X												
26 0502	Test Contractor Qualifications		X														
	Test Qualifications		X														
	Test Reports		X														
26 0519	Conductors				X												
	Splices				X												
	Wiring Connectors				X												
	Cable Ties				X												
	Wire Pulling Lubricant				X												
	Arc/Fireproofing Tape				X												
	Firestopping				X												
26 0526	Grounding				X												

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			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
26 0529	Support Devices				X												
	Sleeve Seals				X												
26 0533	Conduit				X												
	Fittings				X												
	Conduit Utilization Schedule		X														
	Boxes				X												
26 0553	Nameplates		X														
26 2416	Panelboards		X														
	Circuit Breakers				X												
26 2726	Wiring Devices			X	X												
	Devices				X												
26 2813	Fuses				X												
26 2819	Enclosed Switches				X												

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			SHOP DWG.	SAMPLE	CAT. CUTS				REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION
26 5000	Interior Luminaires				X												
	Ballasts				X												
	Lamps				X												
28 3100	Fire Alarm Panel		X		X												
	Fire Alarm Devices		X		X												

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

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CONTRACT # 1

GENERAL CONSTRUCTION WORK

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of existing interior finishes.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Commissioner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Predemolition Photographs or Video: Submit before Work begins.

1.5 FIELD CONDITIONS

A. Commissioner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Commissioner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by The City of New York as far as practical.

1. Before selective demolition, Commissioner will remove the following items:

a. Furniture

b. Equipment

C. Notify the Commissioner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.

2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Commissioner.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs and templates.

1. Comply with requirements specified in General Conditions

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in General Conditions.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Building manager will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off indicated utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.

c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Commissioner.

f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in General Conditions.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or

grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

5. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to the Commissioner.

4. Transport items storage area as designated by the Commissioner

5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Commissioner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Commissioner's property, remove demolished materials from Project site and legally dispose of them in approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off New York City property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 028013 – GENERAL CONTRACTOR WORK

ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

1.01 SCOPE FOR ASBESTOS ABATEMENT WORK

A. The "General Conditions" apply to the work of this Section.

B. The Asbestos abatement contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the Asbestos abatement contractor shall replace the ACM with non-asbestos containing materials. An allowance of **$15,000.00** for the **General Contractor** is herein established for this incidental work when so ordered and authorized by the Commissioner.

C. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE RULES AND REGULATIONS OF THE ASBESTOS CONTROL PROGRAM AS PROMULGATED BY TITLE 15 CHAPTER I OF RCNY AND NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56 CITED AS 12 NYCRR, PART 56 WHICHEVER IS MORE STRINGENT AS PER LATEST AMENDMENTS TO THESE LAWS AND AS MODIFIED HEREIN BY THESE SPECIFICATIONS.

D. ALL DISPOSAL OF ASBESTOS CONTAMINATED MATERIAL SHALL BE PER LOCAL LAW 70/85.

E. THE ASBESTOS ABATEMENT CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT CERTAIN METHODS OF ASBESTOS ABATEMENT ARE PROTECTED BY PATENTS. TO DATE, PATENTS HAVE BEEN ISSUED WITH RESPECT TO "NEGATIVE PRESSURE ENCLOSURE" OR "NEGATIVE-AIR" OR "REDUCED PRESSURE" AND "GLOVE BAG".

F. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL HOLD THE DEPARTMENT OF DESIGN AND CONSTRUCTION AND THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSSES AND EXPENSES RESULTING FROM ANY INFRINGEMENT BY THE ASBESTOS ABATEMENT CONTRACTOR OF ANY PATENT, INCLUDING BUT NOT LIMITED TO THE PATENTS DESCRIBED ABOVE, USED BY THE ASBESTOS ABATEMENT CONTRACTOR DURING PERFORMANCE OF THIS AGREEMENT.

G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

H. Prior to starting, the Asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The Asbestos abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The Asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The Asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the Asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The General contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the Asbestos abatement contractor is responsible to retain a NYSDOL Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The Asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The Asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

I. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work in other then regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the Asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".

2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least $250,000.00 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.

5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos

abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.

C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

A. Name and address of building City or operator;

B. Project description:

1. Size - square feet, number of linear feet, etc;

2. Age - date of construction and renovations (if known);

3. Use - i.e., office, school, industrial, etc.

4. Scope - repair, demolition, cleaning, etc.

C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

D. Building location/address, including Block and Lot numbers;

E. Work schedule including the starting and completion dates;

F. Abatement methods to be employed;

G. Procedures for removal of asbestos-containing material;

H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the N1OSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.

B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).

C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.

B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).

C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

B. The following information shall be included for each payment request:

1. Description of work performed.
2. Linear footage and pipe sizes involved.
3. Square footage for boiler & breaching insulation removed.
4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
5. Square footage of encapsulation, sealing, patching, and painting involved.
6. Total cost associated with compliance with the assigned task.
7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.

10. Attach a copy of valid workmen compensation insurance.

11. Valid asbestos insurance per occurrence.

12. General liability insurance when required.

C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.

D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

A. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

100 X 0.65 = 65 sq.ft. 65 x unit price = Payment

100 X 2.62 = 262 sq.ft. 262 x unit price = Payment

B. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.

E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.

F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.

G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.

I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.

J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.

K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.

L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.

M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.

N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.

O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.

P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of $150 per cubic yard for asbestos contaminated waste and $75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.

Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of $25.00 per cubic foot of material removed.

R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of $400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars ($800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.

B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may

be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
   a. Asbestos abatement contractor's scope of work, work plan and schedule.

   b. Asbestos project notifications, approved variances and plans to Government Agencies.

   c. Copies of Permits, clearance and licenses if required.

   d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:

      (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.

      (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.

      (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

   e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest

hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.

f. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.

g. Worker Training and Medical Surveillance: The Asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.

h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.

(1) The Asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of the Asbestos abatement contractor; name, address and phone number of Asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

i. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks

involved; and understands the use and limitations of the respiratory equipment to be used.

B. During Construction Submittals:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.

3. Floor plans indicating Asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.

4. All Asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the Asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from Asbestos abatement contractor, Sub-Asbestos abatement contractors and Suppliers,

2. Daily OSHA air monitoring results,

3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,

4. Field Sign-In/Sign-Out Logs for every shift,

5. Copies of all Building Department Forms and Permits,

6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,

7. All Warranties as stated in the Specifications,

   a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The Asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the

project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:

a. Copies of licenses of all asbestos abatement contractors involved in the project;

b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;

d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;

e. A copy of the air sampling log and all air sampling results;

f. A copy of the abatement asbestos abatement contractor's daily log book;

g. Copies of all asbestos waste manifests;

h. A copy of all Project Monitor's Reports (ACP-15).

i. A copy of each ATR-1 Form completed for the asbestos project (if required).

j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.

k. A copy of the Asbestos Project Completion Form (ACP-21).

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the Asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the Asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the Asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the Asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The Asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the Asbestos abatement contractor in a building, under their jurisdiction. The Asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Asbestos abatement contractor. However, it is the Asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

END OF SECTION

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SECTION 028213

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Contract Documents are as defined in the "Agreement". The General Conditions shall apply to all Work of this Section.

B. Work specified herein shall be the removal and disposal of Asbestos-Containing Materials (ACM) and asbestos-contaminated materials from designated areas of the Office of Vital Records, Public Service Operations (PSO), located at 125 Worth Street, New York, New York, 10013.

C. The following documents were reviewed and utilized to generate this abatement design specification which serves to locate and quantify the amount of ACM, and asbestos contaminated material, to be abated in support of this project.

1. Set of drawings titled "Office of Vital Records (PSO)" (100% CD Submission), dated 11/13/2013, prepared by Joseph R. Loring & Associates, Inc.;
2. Asbestos Survey Report performed by Louis Berger and Assoc., P.C. (LBA) dated 09/26/13.

D. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Facility Manager. The Construction Project Manager and Facility Manager will make the final determination on all issues under this Contract covered by this Specification.

1.02 SCOPE OF WORK

A. The asbestos abatement contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specification, EPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

B. The intent of this Specification section is to ensure that the asbestos abatement contractor is responsible for the following:

1. Abatement of all ACM.

2. Cleaning and decontamination of the entire affected area.

3. Demolition that may be required to access ACM in each area, Asbestos abatement contractor shall dispose of all debris associated with demolition activities as ACM waste.

4. Removal and disposal of all ACM found within these areas such as coping stone caulking.

5. Provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in the Contract Documents.

6. The Asbestos abatement contractor shall be responsible for and shall include any and all fees or changes imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the work.

7. Prior to destructive demolition activities, the DDC may elect to collect bulk samples of assumed asbestos-containing materials and analyze the bulk samples for asbestos content.

C. The Asbestos abatement contractor shall perform the following work as described below and indicated on the drawings. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work.

1. Drawing H-002: 2nd Floor Roof Partial Plan

a. Remove and dispose of asbestos-containing coping stone caulking, gray within **Work Area 1.** Asbestos-containing coping stone caulking, gray shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	3 Sq. Ft. (30 Ln. Ft.) of Coping Stone Caulking, Gray	–

D. The facility is under the jurisdiction of the New York City Department of Health & Mental Hygiene. The asbestos abatement contractor shall perform the work of this contract in a manner that will be least disruptive to the normal use of the building.

E. Asbestos abatement contractor's attention is directed to the fact that patents cover certain methods of asbestos abatement indicated in the specifications. To date, patents have been issued with regard to negative pressure enclosures or negative or reduced pressure and glove-bag.

F. Asbestos abatement contractor shall be solely responsible for and shall hold the City of New York Department of Design and Construction and the City harmless from, any and all damages, losses and expenses resulting from any infringement by Asbestos abatement contractor of any patent, including but not limited to the patents described above, used by Asbestos abatement contractor during performance of this agreement.

G. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the City of New York Department of Design and Construction if he anticipates any difficulty in performing the work as directed and required by these Specifications. Asbestos abatement contractor shall be required to attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.

H. The asbestos abatement contractor shall retain a certified Project Designer for the preparation of an Asbestos Variance Application (ACP-9), if required.

I. The asbestos abatement contractor shall be responsible for preparing and submitting all filings, notifications, amendments and variances, etc. required by all City, State and Federal regulatory agencies having jurisdiction, at no additional cost to the NYC DDC.

J. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to prepare a Work Place Safety Plan (WPSP), if required.

K. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to perform final inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required under Chapter 17 of the Building Code. Such special inspections and A-TR1 forms shall be completed by the Registered Design professional.

L. For coordination with other Asbestos abatement contractors, see the General Conditions governing all Contracts.

M. Related Asbestos Removal Work Under Other Contracts:

1. Each asbestos abatement contractor shall be responsible for the removal of incidental asbestos not identified in this section and found prior to or during the Work.

2. Incidental asbestos is defined as ACM that is discovered during the course of their work that must be abated to enable them to perform the work of their Contract.

N. Work Hours:

1. The asbestos abatement contractor shall establish his work schedule in a way that avoids interference or conflict with the normal functioning of the facility. Work in the evenings shall be done at no additional cost to the City.

2. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work other than regular working hours and such authorization is granted by the Commissioner (Regular working hours are those during which any given facility in which work is to be done is customarily open and functioning). If such work schedule is authorized by the Commissioner the work shall be done at no additional cost to the City.

3. The order of phases and start dates associated with each will be determined by the Construction Project Manager.

4. Asbestos abatement contractor shall be required to schedule waste transfer during evening hours, when activity within the facility is at a minimum. Evening hours are defined as 6:00 p.m. to 6:00 a.m. Waste transfer must be approved by the Construction Project Manager and Facility Manager.

O. The following conditions shall apply to all temporary shutdowns of existing services:

1. All temporary lighting and temporary electrical services for use in the Work Area shall be in weather proof enclosures and be ground fault protected and:

2. Shall be performed at no additional charge to the City.

3. Shall be performed at times not interfering with the other activities in the building.

4. Shall be performed only with written consent from the Commissioner and the Facility Manager.

5. Shall be made through written request to the Commissioner at least 10 days in advance with complete written description of the work to be performed.

P. Stages of Asbestos Removal Work:

a. The asbestos abatement contractor will be required to perform the work and it is the intent of this Specification to remove all asbestos containing and asbestos contaminated materials from the Work Area. The asbestos abatement contractor is responsible for verifying all quantities of materials listed.

Q. Certain equipment in the Work Area may need to remain operational during removal. Therefore, the removal of ACM from this equipment shall be performed as the last removal activities within the Work Area. The Asbestos abatement contractor shall coordinate the scheduling for the removal of ACM on functioning equipment with the Construction Project Manager.

1.03 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos Abatement Contractor".

2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least $1,000,000 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is

familiar with the asbestos abatement contractor's work; brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.

5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.

C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings, and will investigate and confirm the site conditions affecting the work, including, but not limited to:

1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.

2. Handling, storage, transportation and disposal of the material.

3. Availability of qualified and skilled labor.

4. Availability of utilities.

5. Exact quantities of all materials to be disturbed and/or removed.

1.04 WORK BY OTHERS

The City reserves the right during the term of this Contract to have work performed on asbestos abatement projects by other asbestos abatement contractors as the situation warrants.

1.05 DEFINITIONS

A. General Explanation: Certain terms used in this Specification Section are defined below. Definitions and explanations of this Specification Section are not necessarily complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.

B. Definitions in General Use:

1. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Asbestos abatement contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in Contract Documents. In no case will "approval" by Engineer be interpreted as a release of Asbestos abatement contractor from responsibilities to fulfill requirements of Contract Documents.

2. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Asbestos abatement contractor's responsibility for construction supervision.

3. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

4. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

5. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

6. Installer: The term "installer" is defined as the entity (person or firm) engaged by the asbestos abatement contractor, or its sub-asbestos abatement contractor for performance of a particular unit of work at Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

7. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

8. Third-Party Air Monitor: The term "Third-Party Air Monitor " is defined as an entity engaged by City and Construction Project Manager to perform specific inspections or tests of the work, either at Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

C. Definitions Relative to Asbestos Abatement:

1. Abatement: Any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, cleanup and repair.

2. Adequately Wet: The complete penetration of a material with amended water to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not evidence of being adequately wet. ACM must be fully penetrated with the wetting agent in order to be considered adequately wet. If the ACM being abated is resistant to amended water penetration, wetting agent shall be applied to the material prior to and during removal as necessary to minimize fiber release.

3. Aggressive Sampling: Method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

4. AHERA: Asbestos Hazard Emergency Response Act of 1986

5. AIHA: American Industrial Hygiene Association.

6. Airlock: System for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

7. Air Sampling: Process of measuring the fiber content of a known volume of air collected during a specific period. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the provisional transmission electron microscopy methods developed by the US EPA which is utilized for lower detection levels and specific fiber identification.

8. Ambient Air Monitoring: "Ambient air monitoring" shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the worksite.

9. Amended Water: Water to which a surfactant has been added.

10. ANSI: American National Standards Institute

11. Area Air Sampling: Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

12. Asbestos: Any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

13. Asbestos-Containing Material (ACM): Asbestos or any material containing more than one-percent asbestos.

14. Asbestos-Containing Waste Material: ACM, asbestos-contaminated objects or debris associated with asbestos abatement requiring disposal.

15. Asbestos-Contaminated Objects: Any objects which have been contaminated by asbestos or asbestos-containing material.

16. Asbestos Assessment Report: "Asbestos Assessment Report" shall mean the "Form ACP-5" form, as approved by NYCDEP, by which a NYCDEP-certified asbestos investigator certifies that a building or structure (or portion thereof) is free of ACM or the amount of ACM to be abated constitutes a minor project.

17. Asbestos Handler: Individual who disturbs, removes, repairs, or encloses asbestos material. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

18. Asbestos Handler Supervisor: Individual who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

19. Asbestos Investigator: An individual certified by NYCDEP as having successfully demonstrated his or her ability to identify the presence of and evaluate the condition of asbestos in a building or structure.

20. Asbestos Project: Any form of work performed in a building or structure which will disturb (e.g., remove, enclose, encapsulate) more than 25 linear feet or more than 10 square feet of asbestos-containing material.

21. ASTM: American Society for Testing and Materials.

22. Asbestos Project Notification: The "Form ACP-7" asbestos project notification form as approved by DEP.

23. Authorized Visitor: Authorized visitor shall mean the building owner and his/her representative, and any representative of a regulatory or other agency having jurisdiction over the project.

24. Building Owner: Person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

25. Building Materials: Any and all manmade materials, including but not limited to interior and exterior finishes, equipment, bricks, mortar, concrete, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and outdoor paving such as sidewalks, paving tiles and asphalt.

26. Certified Industrial Hygienist (CIH): Individual with a minimum of five years experience as an industrial hygienist and who has successfully completed both levels of the examination administered by the American Board of Industrial Hygiene and who is currently certified by that board.

27. Certified Safety Professional (CSP): Individual having a bachelor's degree from an accredited college or university and a minimum of four years experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals and who is currently certified by that board.

28. Chain of Custody: "Chain of Custody" shall mean the form or set of forms that document the collection and transfer of a sample.

29. City: City of New York

30. Clean Room: An uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.

31. Clearance Air Monitoring: Employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity.

32. Commissioner: shall mean the head of the Agency that has entered into this contract or his/her duly authorized representative.

33. Competent Person: Shall mean the designated person as defined by OSHA in 29 CFR1926.1101.

34. Curtained Doorway: Device that consists of at least three overlapping sheets of fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

35. Decontamination Enclosure System: Series of connected rooms, separated from the Work Area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.

36. Demolition: The dismantling or razing of a building, including all operations incidental thereto (except for asbestos abatement activities), for which a demolition permit from the New York City Department of Buildings is required.

37. NYCDEP or DEP: The New York City Department of Environmental Protection.

38. Disturb: Any action taken which may alter, change, or stir, such as but not limited to the removal, encapsulation, enclosure or repair of asbestos-containing material.

39. DOB: The New York City Department of Buildings.

40. Egress: A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.

41. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.

42. Encapsulant (sealant) or Encapsulating Agent: Liquid material which can be applied to ACM and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

43. Encapsulation: The coating or spraying of asbestos-containing material encapsulant. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or

abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

44. Enclosure: Construction of airtight walls and/or ceilings between ACM and the facility environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the NYCDEP which prevents the release of asbestos fibers.

45. EPA or USEPA: United States Environmental Protection Agency.

46. Equipment Room: Contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

47. Exit: That portion of a means of egress system which is separated from other interior spaces of a building or structure by fire-resistance-rated construction to provide a protected path of egress travel between the exit access and the exit discharge.

48. FDNY: The Fire Department of the City of New York.

49. Fiber: An acicular single crystal or a similarity elongated polycrystalline aggregate which displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation, and others, and which has attained its shape primarily through growth rather than cleavage.

50. Fixed Object: A unit of equipment, furniture, or other item in the work area which cannot be removed from the work area. Fixed objects shall include equipment, furniture, or other items that are attached, in whole or in part, to a floor, ceiling, wall, or other building structure or system or to another fixed object and cannot be reasonably removed from the work area. Fixed objects shall also include pipes and other equipment inside the work area which are not the subject of the asbestos project. Active fire suppression system components shall not be considered fixed objects.

51. Glovebag technique: shall mean a method for removing asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

52. HEPA-Filter: High efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.

53. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.

54. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.

55. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.

56. Industrial Hygiene: Science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well being, or significant discomfort and inefficiency among worker or among the citizens of the community.

57. Industrial Hygienist: Individual having a college or university degree or degrees in Engineering, Chemistry, Physics or Medicine, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. Such special studies and training must have been sufficient in all of the above cognate sciences to provide the abilities:

    a. To recognize the environmental factors and to understand their effect on people and their well being; and

    b. To evaluate, on the basis of experience and with the aid of quantitative measurement techniques, the magnitude of these stresses in terms of ability to impair people's health and well being; and

    c. To prescribe methods to eliminate, control, or reduce such stresses when necessary to alleviate their efforts.

58. Isolation Barrier: The construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the work place from surrounding areas and to contain asbestos fibers in the work area.

59. Large Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of 260 linear feet or more of ACM or 160 square feet or more of ACM.

60. Log: An official record of all activities that occurred during the project. At a minimum, the log shall identify the building owner, agent, asbestos abatement contractor, and workers, and other pertinent information including daily activities, cleanings and waste transfers, names and certificate numbers of asbestos handler supervisors and asbestos handlers; results of inspections of decontamination systems, barriers, and negative pressure ventilation equipment; summary of corrective actions and repairs; work stoppages with reason for stoppage; manometer readings at least twice per work shift; daily checks of emergency and fire exits and any unusual events.

61. Minor Project: A project involving the disturbance (e.g., removal, enclosure, encapsulation, repair) of 25 linear feet or less of asbestos containing material or 10 square feet or less of asbestos containing material.

62. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.

63. Negative Air Pressure Equipment: Portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the Work Area.

64. NESHAPS: National Emission Standards for Hazardous Air Pollutants.

65. NFPA: The National Fire Protection Association.

66. NIOSH: National Institute for Occupational Safety and Health.

67. DEP or NYCDEP: New York City Department of Environmental Protection

68. NYSDOL: New York State Department of Labor.

69. NYSDOL ICR 56: "NYSDOL ICR 56" shall mean Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York or 12 NYCRR Part 56.

70. NYSDOH: The New York State Department of Health.

71. Obstruction: The blocking of a means of egress with any temporary structure or barrier. A double layer of fire-retardant 6-mil polyethylene sheeting shall not be considered an obstruction when it is prominently marked as an exit with photo luminescent signage or paint and cutting tools (knife, razor) are attached to the work area side of the sheeting for use in the event that the sheeting must be cut to permit egress. A corridor shall not be considered obstructed when there is a clear path measuring at least three (3) feet wide.

72. Occupied Area: Area of the work site where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.

73. OSHA: Occupational Safety and Health Administration.

74. Outside air: "Outside air" shall mean the air outside the work place.

75. Person: Individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.

76. Personal Air Monitoring: Method used to determine employees' exposure to airborne asbestos fibers. The sample is collected outside the respirator in the worker's breathing zone.

77. Personal Protective Equipment (PPE): Appropriate protective clothing, gloves, eye protection, footwear, and head gear.

78. Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).

79. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.

80. Plasticize: To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.

81. Polarized Light Microscopy (PLM): The measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestiform Materials in Bulk Insulation Samples- 40 CFR Part 763, Subpart F, Appendix A as amended on September 1, 1982)

82. Project Designer: A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.

83. Project Monitor: A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.

84. Qualitative Fit Test: Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.

85. Quantitative Fit Test: Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside

the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.

86. Registered Design Professional: A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.

87. Removal: Stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.

88. Renovation: An addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in §27-125 of the Administrative Code of the City of New York.

89. Repair: Corrective action using specified work practices (e.g., glovebag, plastic tent procedures, etc.) to minimize the likelihood of fiber release from minimally damaged areas of ACM.

90. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.

91. Shift: A worker's, or simultaneous group of workers', complete daily term of work.

92. Shower Room: Room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

93. Small Asbestos Project: Asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of more than 25 and less than 260 linear feet of ACM or more than ten and less than 160 square feet of ACM.

94. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.

95. Strip: To remove asbestos materials from any part of the facility.

96. Structural Member: Load-supporting member of a facility, such as beams and load-supporting walls, or any non-load-supporting member, such as ceiling and non-load-supporting walls.

97. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.

98. Surfactant: Chemical wetting agent added to water to improve penetration.

99. Transmission Electron Microscopy (TEM): The measurement protocol for the assessment of the asbestos fiber content of air. Interim Transmission Electron Microscopy Analytical Methods-40 CFR Part 763, Subpart E, Appendix A.

100. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.

101. Washroom: Room between the Work Area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA-vacuumed prior to disposal.

102. Waste decontamination enclosure system: "Waste decontamination enclosure system" shall mean the decontamination enclosure system designated for the controlled transfer of materials and equipment, consisting of a washroom and a holding area.

103. Wet Cleaning: "Wet cleaning" shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.

104. Wet methods: "Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.

105. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.

106. Worker Decontamination Enclosure System: Portion of a decontamination enclosure system designed for controlled passage of workers and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the Work Area by airlocks and curtained doorways.

107. Work Place: The work area and the decontamination enclosure system(s).

108. Work Place Safety Plan: Construction documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not be limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.

109. Work Site: Premises where abatement activity is being performed. May be composed of one or more Work Areas.

1.06 STANDARD OPERATING PROCEDURES

A. Develop and implement a written standard procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, employees, public, and environment.

B. TELEPHONE PAGING DEVICE

The asbestos abatement contractor or his authorized representative shall, at all times during the normal workday or during periods of overtime work under this Contract, carry a digital telephone paging device ("Beeper") and/or cellular telephones which can be activated by a telephone number in the 212 or 646 or 718 or 917 or 929 area code. He shall supply the Department of Design and Construction with the activation number for the device and he is liable to respond back to the calls from DDC within the next one (1) hour period after he receives calls from DDC. The cost to the asbestos abatement contractor for this device and all charges accruing thereto is deemed included in the work.

C. The standard operating procedure shall ensure:

1. Tight security from unauthorized entry into the workspace.

2. Restriction of asbestos abatement contractor's personnel to the immediate Work Area and access/egress routes.

3. Donning of proper protective clothing and respiratory protection prior to entering the Work Area.

4. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or in any way breaking the respiratory protection.

5. Proper exit practices from the work space to the outside through the showering and decontamination facilities.

6. Removing asbestos in a way that minimizes release of fibers.

7. Packing, labeling, loading, transporting, and disposing of contaminated material in a way that minimizes exposure and contamination.

8. Emergency evacuation procedures, for medical or safety situations, to minimize the potential exposure to airborne asbestos fibers for emergency personnel, building occupants, and building environment.

9. Safety from accidents in the workspace, especially from electrical shocks, fall hazards associated with scaffolding, slippery surfaces, and entanglements in loose hoses and equipment.

10. Provisions for effective supervision, air monitoring and personnel monitoring for exposure during the work.

11. Engineering controls that minimize exposure to fibers within the workspace.

12. The asbestos abatement contractor shall provide a 24-hour fire watch throughout the entire term of the project, to protect against fire and unauthorized entry into the workspace. Fire watch shall be performed by an individual who is a certified asbestos worker capable of entering the Work Area for regular inspections.

D. Provide an Asbestos Handler Supervisor to provide continuous supervision of all work, and to be responsible for the following:

1. Ensure that individuals are using proper personal protective equipment, are trained in its use and hold valid NYCDEP and NYSDOL Asbestos Handler certificates

2. Maintain entry log records and ensure that they are recorded in accordance with the provisions of Title 15, Chapter 1 of RCNY and NYSDOL ICR 56.

3. Surveillance of the Work Areas at a minimum of once per work shift or as required by Title 15, Chapter 1 of RCNY and NYSDOL ICR 56 -7.3, to ensure the integrity of work place isolation, negative pressure equipment and workers personal protective equipment is not torn or ripped and that respiratory protection is worn at all times.

4. Ensure that sufficient personal protective equipment is stored in the clean room.

5. Take precautions to prevent heat stress. Precautions include, but are not limited to, selecting lightweight protective clothing, reducing the work rate, and providing adequate fluid breaks.

6. Perform work area inspection with project monitor prior to the commencement of final clearance air monitoring.

7. The asbestos abatement contractor shall retain the asbestos handler supervisor to perform a visual inspection prior to the post-abatement clearance air monitoring to confirm that all containerized waste has been removed from work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces.

E. ENGINEERING CONTROLS

1. The 8-hour time weighted average airborne concentration of fibers to which any passerby may be exposed shall not exceed 0.01 fibers per cubic centimeter of air when fibers have a physical dimension longer than 5 micrometers as determined by the method prescribed in these Specifications.

2. All asbestos projects shall utilize negative pressure ventilation equipment.

   a. The asbestos abatement contractor shall use a manometer to document the pressure differential. The asbestos abatement contractor shall install and make the manometer operational once the negative pressure has been established in the work area. Magnahelic manometers shall be calibrated at least every six months and a copy of the current calibration certification shall be available at the work site.

3. Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.

4. The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.

5. A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the Work Area does not filter back to uncontaminated areas.

6. If the contaminated area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors, the cut off switch shall be able to turn off the equipment on all floors.

7. On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again.

8. Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.

   a. All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be plasticized with two layers of fire retardant 6-mil polyethylene sheeting, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.

   b. Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.

   c. All ducting shall be sealed and braced or supported to maintain airtight joints. Ducts shall be reinforced and shall be installed so as to prevent breakage. Damage to ducts must be repaired immediately.

9. Where ducting to the outside is not possible, a second negative pressure ventilation unit compatible with the primary unit's capacity shall be connected in series. The area receiving the exhaust shall have sufficient, non-recycling exhaust capacity to the outside of the structure.

10. In the event that there is a failure of the containment system or a breach in the Isolation Barriers, all abatement work will cease and the asbestos abatement contractor will immediately correct the condition. Abatement work will not resume until the Work Area has been smoke tested by the third party laboratory and approved by the Construction Project Manager.

F. LOCKDOWN ENCAPSULATION PROCEDURES

1. The following procedures shall be followed to seal in non-visible residue while conducting lockdown encapsulation on all surfaces from which ACM has not been removed:

   a. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA Contract shall be used for lockdown encapsulation.

   b. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon unless reviewed and approved by DEP.

   c. Latex paint with solids content greater than 15 percent shall be considered a lockdown sealant for coating all non-metallic surfaces.

d. Encapsulants shall be applied using airless spray equipment. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

e. The cleaned layer of the surface barriers shall be removed from walls and floors.

The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

1.07 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS

A. The asbestos abatement contractor shall submit an Asbestos Project Notification (ACP-7) to the NYCDEP listing each work area within the building separately one week in advance of the start of work.

B. The registered design professional shall obtain an asbestos abatement permit authorizing the performance of construction work as required for asbestos projects involving one or more of the following activities:

1. Obstruction of an exit door leading to an exit stair or the exterior of the building;

2. Obstruction of an exterior fire escape or access to that fire escape;

3. Obstruction of a fire-rated corridor leading to an exit door;

4. Removal of handrails in an exit stair or ramp;

5. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g., smoke detectors, manual pull station);

6. Removal or dismantling of any exit sign or any component of the exit lighting system, including photo luminescent exit path markings;

7. Removal or dismantling of any part of a sprinkler system including piping or sprinkler heads;

8. Removal or dismantling of any part of a standpipe system including fire pumps or valves;

9. Removal of any non-load bearing / non-fire-rated wall (greater than 45 square feet or 50 percent of a given wall);

10. Any plumbing work other than the repair or replacement of plumbing fixtures;

11. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray-on fire resistance rated materials;

12. Removal of any fire damper, smoke damper, fire stopping material, fire blocking, or draft stopping within fire-resistance rated assemblies or within concealed spaces;

13. Any work that otherwise requires a permit from the DOB (full demolitions, alterations, renovations, modifications or plumbing work).

C. The asbestos abatement contractor shall provide a floor plan showing the areas of the building under abatement and the location of all fire exits in said areas. It shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch, if applicable.

D. The general contractor shall submit, as required, an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (1-8) and (B) (13) of this specification. The asbestos abatement contractor is responsible for submitting, with an asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents. These documents must be prepared by a registered design professional.

E. A WPSP is not required for projects requiring an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (9-12) of this specification. The asbestos abatement contractor shall submit, together with the asbestos project notification, all applicable asbestos abatement permit construction documents.

F. The general contractor shall retain a Registered Design Professional to perform the inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code, as follows:

1. A final inspection shall be performed by a registered design professional retained by the asbestos abatement contractor after all work authorized by the asbestos abatement permit is completed. The person performing the inspection shall note all failures to comply with the provisions of the Building Code or approved asbestos abatement permit and shall promptly notify the owner in writing. All defects noted in such inspection shall be corrected. The final inspection report shall either:

a. Confirm:

(1) That the construction work is complete, including the reinstallation or reactivation of any building fire safety or life safety component.

(2) That any defects previously noted have been corrected.

(3) That all required inspections were performed.

(4) That the work is in substantial compliance with the approved asbestos abatement permit construction documents, the Building Code, and other applicable laws and rules.

b. Confirm:

(1) That the construction work does not return the building (or portion thereof) affected by the abatement project to a condition compliant with the building code and other applicable laws and rules, but that the registered design professional has reviewed an application for asbestos abatement permit construction documents approval that has been approved by the department of buildings, and the subsequent scope of work as approved will, upon completion, render all areas affected by the asbestos project in full compliance with the building code and all applicable laws and rules.

(2) That any defects previously noted that are not addressed by the subsequent scope of work as approved by the department of buildings, have been corrected.

(3) That all required inspections that are not addressed by the subsequent scope of work as approved by the department of buildings were performed.

(4) That all completed work pursuant to an asbestos abatement permit is in substantial compliance with the approved asbestos abatement permit construction documents.

G. The general contractor shall provide the final inspection reports to be filed with DEP on A-TR1 form. Records of final inspections made by registered design professionals shall be submitted to DDC as part of the close out document package.

H. Erect bilingual (English-Spanish) warning signs around the work space and at every point of potential entry from the outside and at main entrance to building which can be viewed by the public without obstruction, in accordance with OSHA 29 CFR 1926.1101 (K) (Sign Specifications) and Title 15, Chapter 1 of RCNY. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements.

I. Provide the required labels for all polyethylene bags and all drums utilized to transport contaminated material to the landfill in accordance with OSHA 29 CFR 1926.1101 (K)(2) and by 49 CFR Parts 171 and 172 of the Department of Transportation regulations.

J. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, EPA, NIOSH, State of New York and New York City and any additional items mandated for posting by the aforementioned regulations.

K. Furnish all permits, variances and notices required to perform the Work.

1.08 EMERGENCY PRECAUTIONS

A. Establish emergency and fire exits from the Work Area. The clean side of all emergency exits shall be equipped with two full sets of protective clothing and respirators at all times.

B. Notify local medical emergency personnel, both ambulance crews and hospital emergency room staff prior to commencement of abatement operations as to the possibility of having to handle contaminated or injured workmen, and shall be advised on safe decontamination.

C. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e., misting of the air with water) until the injured person has been removed from the Work Area.

D. Notify, before actual removal of the asbestos material, the local police and fire departments to the danger of entering the Work Area. Asbestos abatement contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.

1.09 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items, bound and indexed. The detailed plan of action must be submitted at least five (5) days prior to the pre-construction meeting.

   a. Asbestos abatement contractor's scope of work, work plan and schedule.

   b. Asbestos project notifications, approved variances and plans to Government Agencies.

   c. Copies of Permits, clearance and licenses if required.

   d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:

      (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.

      (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.

      (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

      (4) A schedule of equipment to be used including numbers and types of all major equipment such as HEPA Air Filtration Units, HEPA-vacuums, airless sprayers, Water Atomizing Devices and Type "C" compressors.

   e. A written plan and shop drawings for preparation of work site and decontamination chamber.

f. Description of protective clothing and approved respirator to be used, make, model, NIOSH approval numbers.

g. Delineation of responsibility of work site supervision, including competent person, with names, resumes, and home telephone numbers.

h. Explanation of decontamination sequence and isolation techniques.

i. Description of specific equipment to be utilized, including make and model number of air filtration devices, vacuums, sprayers, etc.

j. Description of any prepared methods, procedures, techniques, or equipment other than those specified in the Contract Documents.

k. Explanation of the handling of asbestos contaminated wastes including EPA and NYCDEP identification numbers of Waste Hauler.

l. Description of the final clean-up procedures to be used.

m. Name and qualifications of asbestos abatement asbestos abatement contractor's Air Monitor including AIHA accreditation, and proof of NIOSH PAT and NIST/NVLAP Bulk Quality Assurance Proficiency of OSHA samples for approval by the City of New York Department of Design and Construction.

n. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.

o. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.

p. Worker Training and Medical Surveillance: Asbestos abatement contractor shall submit a list of the persons who will be employed by him in the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.

q. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.

(1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit a copy of the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

r. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. Submit copies of the following items to the Construction Project Manager during the work:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.

3. Floor plans indicating asbestos abatement asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager at weekly progress meetings.

4. All asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from asbestos abatement contractor, Sub-asbestos abatement contractors and Suppliers,

2. Daily OSHA air monitoring results,

3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,

4. Field Sign-In/Sign-Out Logs for every shift,

5. Copies of all Building Department Forms and Permits,

6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,

7. All Warranties as stated in the Specifications,

   a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:

   a. Copies of licenses of all asbestos abatement contractors involved in the project;

   b. Copies of DEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

   c. Copies of all project notifications and reports filed with DEP and NYSDOL for the project, with any amendments or variances;

   d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;

e. A copy of the air sampling log and all air sampling results;

f. A copy of the abatement asbestos abatement contractor's daily log book;

g. All data related to bulk sampling including the results of any asbestos surveys performed by an asbestos investigator;

h. Copies of all asbestos waste manifests;

i. A copy of all Project Monitor's Reports (ACP-15).

j. A copy of each ATR-1 Form completed for the asbestos project (if required).

k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).

l. A copy of the Asbestos Project Completion Form (ACP-21).

9. The asbestos abatement contractor shall submit one of the following certifications to the DOB, with a copy provided to DDC:

a. Asbestos Project Completion Form. If an asbestos project has been performed, a copy of the asbestos project completion form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

b. An Asbestos Project Conditional Close-out Form. If an asbestos project has been performed a copy of the asbestos project conditional close-out form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

1.10 QUALITY ASSURANCE

A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the Construction Project Manager. Throughout the Specification, reference is made to

codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the asbestos abatement asbestos abatement contractor's responsibility to comply with these codes and standards during the execution of this work.

B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the asbestos abatement contractor's "Shop Drawings".

C. It is the asbestos abatement a contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or his representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.

D. The asbestos abatement contractor shall furnish proof that employees working under his supervision have had instruction on the dangers of asbestos exposure, on respirator use, decontamination, and OSHA regulations. This proof shall be in the form of a notarized affidavit to the effect that the above requirements have been satisfied.

E. The a asbestos abatement contractor will have at all times in his possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. He shall also have one copy of NYC Title 15, Chapter 1 of RCNY and NYS DOL ICR 56 at the job site at all times.

F. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the a asbestos abatement contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements, and are suitable for their intended use.

G. Rejection of Non Complying Items: The Commissioner reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.

H. Applicable Regulations, Codes and Standards: Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. American National Standards Institute (ANSI)
(Successor to USASI and ASA)
25 West 43rd Street (between 5th and 6th Avenue) 4th Floor
New York, NY 10036
212-642-4900

2. American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959
610-832-9500

3. National Institute for Occupational Safety and Health (NIOSH)
Robert A. Taft Laboratory
4676 Columbia Pkwy
Mailstop R12 Cincinnati, Ohio 45226
513-841-4428

4. National Electrical Code (NEC)
See NFPA

5. National Fire Protection Association (NFPA)
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
617-770-3000

6. New York City Fire Department (FDNY)
9 Metrotech Center
Brooklyn, NY 11201-5431
718-999-2117

7. New York City Department of Buildings (NYC DOB)
Enforcement Division
280 Broadway, New York, New York 10007
212- 566-2850

8. New York City Department of Environmental Protection (NYCDEP)
Bureau of Environmental Compliance
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor
Corona, New York 11368
718-595-3682

9. New York City Department of Health and Mental Hygiene (NYC DOHMH)
Environmental Investigation
125 Worth Street
New York, New York 10013
212-442-3372

10. New York State Department of Labor (NYSDOL)
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Albany, New York 12240-0010

11. New York City Department of Sanitation
125 Worth Street, Room 714
New York, New York 10013
212-566-1066

12. Occupational Safety and Health Administration (OSHA)
Region II - Regional Office
201Varick Street, Room 908
New York, New York 10014
212-337-2378

13. United States Environmental Protection Agency (EPA or USEPA)
Region II
Asbestos NESHAPS Contact
Air and Waste Management Division
(Air Compliance Branch) – USEPA
290 Broadway, 21st Floor
New York, New York 10007-1866
212-637-3660

I. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials. One copy of each regulation must also be kept at the Asbestos abatement contractor's office.

1.11 CITY/ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

A. The normal occupants of the Work Areas will be relocated by the City prior to the performance of the abatement work and returned there to at the conclusion of the abatement work, at no cost to the asbestos abatement contractor. However, the asbestos abatement contractor shall protect all furniture and equipment in the Work Areas in a manner as hereinafter specified. In addition, the asbestos abatement contractor shall perform the work of this Contract in a manner that will be least disruptive to the normal use of the non-Work Areas in the building.

B. Asbestos abatement contractor shall be responsible for cleaning all portable items not specifically addressed by the Facility, in the Work Areas, or dispose of same as asbestos contaminated waste.

C. Facility to provide asbestos abatement contractor with a list of items that cannot be removed and need special attention.

D. Facility to stop all deliveries that may be scheduled to the Work Area while work is in progress.

E. Facilities to have authorized personnel on site at all times or supply the asbestos abatement contractor with means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist the asbestos abatement contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Facility shall ensure no active air handling systems are operating within the Work Area.

F. City will not occupy the portions of the building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.

G. Asbestos abatement contractor shall provide a plan for 24 hour job security both for prevention of theft and for barring entry of curious but unprotected personnel into Work Areas.

H. Asbestos abatement contractor shall provide surveillance by a fire watch and set forth procedures to be taken for the safety of building occupants in the event of an emergency, in accordance with the WPSP.

I. Should the failure of any utility occur, the City will not be responsible to the asbestos abatement contractor for loss of time or any other expense incurred.

J. Facility will be responsible to notify the asbestos abatement contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.

K. Asbestos abatement contractor shall remove all flammable materials from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.

L. Asbestos abatement contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:

1. Monitor the set up of the Work Area enclosure and ensure its integrity.

2. Control entry and exit into the work enclosure.

3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.

4. Insure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.

5. The competent person (as defined in OSHA1926.1101) shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.

1.12 USE OF BUILDING FACILITIES

A. City shall make available to the asbestos abatement contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.

B. Electric power to all Work Areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by asbestos abatement contractor in accordance with applicable codes. All power to Work Areas shall be brought in from outside the area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the Work Area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Facility will identify all electric lines that must remain in service. Asbestos abatement contractor shall protect all lines.

C. Asbestos abatement contractor shall provide, at his own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, asbestos abatement contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Asbestos abatement contractor shall ensure positive shutoff of all water to Work Area during non-working hours.

D. Utilities:

1. General:
All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site; specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.

2. Water:
The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary plumbing or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price

for abatement work. Shower water for the decontamination unit shall be provided hot. Heating of water, if necessary, shall be provided by the asbestos abatement contractor.

3. Electricity:
The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary electrical work or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work.

In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

A dedicated power supply for the negative pressure ventilating units shall be utilized. The negative air equipment shall be on a ground fault circuit interrupter (GFCI) protected circuit separate from the remainder of the work area temporary power circuits.

E. Asbestos abatement contractor shall shut down and lock out all electric power to all work areas except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided in accordance with all applicable codes. Existing light sources (e.g., house lights) shall not be utilized. All power to work areas shall be brought in from outside the area through ground-fault circuit interrupter at the source.

1. If electrical circuits, machinery, and other electrical systems in or passing though the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

   a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

b. Any energized circuits remaining in the work area shall be posted with a minimum two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL - KEEP CLEAR. A sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work area of the existence of the energized circuits.

2. Any source of emergency lighting which is temporarily blocked as a result of work place preparation shall be replaced for the duration of the project by battery operated or temporary exit signs, exit lights, or photo luminescent path markings.

F. Asbestos abatement contractor shall provide a separate temporary electric panel board to power asbestos abatement contractor's equipment. The Facility will designate an existing electrical source in proximity to the Work Area. Asbestos abatement contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and must be coordinated with the Facility. Asbestos abatement contractor shall provide to the City a specification and drawing outlining his power requirements at the pre-construction meeting.

G. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the asbestos abatement contractor's expense.

H. Asbestos abatement contractor shall provide fire protection in accordance with all State and Local fire codes.

I. Sprinklers, standpipes, and other fire suppression systems shall remain in service and shall not be plasticized.

J. When temporary service lines are no longer required, they shall be removed by the asbestos abatement asbestos abatement contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the asbestos abatement asbestos abatement contractor. Senior Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the asbestos abatement asbestos abatement contractor.

K. Asbestos abatement contractor shall supply hot shower water necessary for use in the decontamination unit.

1.13 USE OF THE PREMISES

A. Asbestos abatement contractor shall confine his apparatus, the storage of materials, and supplies, and the operation of his workmen to limits established by law, ordinances, and the directions of the Construction Project Manager and the Facility. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Facility.

B. Asbestos abatement contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access, and that Work Areas are kept neat, clean, and safe.

C. Asbestos abatement contractor shall maintain exits from the work area or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

D. If the openings of temporary structural partitions related to abatement work areas block egress, the partition shall consist of two sheets of fire retardant 6-mil plastic, prominently marked as an exit with photo luminescent paint or signage. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress.

E. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.

F. All routes through the building to be used by the asbestos abatement contractor shall first be approved by the Construction Project Manager and the Facility.

G. Attention is specifically drawn to the fact that other asbestos abatement contractors, performing the work of other Contracts, may be (or are) brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other asbestos abatement contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.

H. Temporary toilet facilities must be provided by the asbestos abatement contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the Work Area.

1.14 PROTECTION AND DAMAGE

A. The asbestos abatement contractor is responsible to cover all furniture and equipment that cannot be removed from Work Areas. Moveable furniture and equipment will be removed from Work Areas by asbestos abatement contractor prior to start of work and returned upon successful completion of the final air testing. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the asbestos abatement contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned Work Area. The asbestos abatement contractor shall remove all shades, curtains and drapes from the Work Area, and reinstall the same following the final clean up.

B. Prior to plasticizing, the proposed work areas shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods. Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.

C. Use rubber tired vehicles that use non-volatile fuels for conveying material inside building and provide temporary covering, as necessary, to protect floors.

D. No materials or debris shall be thrown from windows or doors of the building. Building waste system shall NOT be used to remove refuse.

E. Debris shall be removed from the work site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the Work Area when approved by the Construction Project Manager.

F. Protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.

G. A preliminary inspection for pre-existing damage shall be conducted by asbestos abatement contractor and representative of the City before commencement of the project.

1.15 RESPIRATORY PROTECTION REQUIREMENTS

A. Respiratory protection shall be worn by all individuals who may be exposed to asbestos fibers from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with Regulations and these Specifications.

B. Asbestos abatement contractor shall develop and implement a written respiratory protection program with required site-specific procedures and elements. The program shall be administered by a properly trained individual. The written

respiratory protection program shall include the requirements set forth in OSHA Standard 29 CFR 1910.134, at a minimum.

C. The Asbestos abatement contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the Work Area(s), as specified in OSHA Standards 26 CFR 1910.134 and 29 CFR 1926.1101, NIOSH Standard 42 CFR 84, or as more stringently specified otherwise, herein.

D. Where respirators with disposable filter parts are employed, the asbestos abatement contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.

E. All respiratory protection shall be NIOSH approved. All respiratory protection shall be provided by asbestos abatement contractor, and used by workers in conjunction with the written respiratory protection program.

F. Asbestos abatement contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

Table 1. -- Assigned Protection Factors[5]

Type of Respirator[1,2]	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	[3]10	50	.....
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	[4]25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50	.....
• Continuous flow mode	50	1,000	[4]25/1,000
• Pressure-demand or other positive-pressure mode	50	1,000	.....
4. Self-Contained Breathing Apparatus (SCBA)			
• Demand mode	10	50	50
• Pressure-demand or other positive-pressure mode (e.g., open/closed circuit)	.....	10,000	10,000

Notes:

[1]Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

[2]The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

[3]This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

[4]The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators, and receive an APF of 25.

[5]These APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

G. Selection of high efficiency filters:

1. All high efficiency filters shall have a nominal efficiency rating of 100 (99.97-percent effective) when tested against 0.3-micrometer monodisperse diethyl-hexyl phthalate (DOP) particles.

2. Choose N-, R-, or P-series filters based upon the presence or absence of oil particles.

   a. N-series filters shall only be used for non-oil solid and water based aerosols or fumes.

   b. R- and P-series filters shall be used when oil aerosols or fumes (i.e., lubricants, cutting fluids, glycerin, etc.) are present. The R-series filters are oil resistant and the P-series filters are oil proof.

   c. Follow filter manufacture recommendations.

3. If a vapor hazard exists, use an organic vapor cartridge in combination with the high efficiency filter.

H. Historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for an abatement task. Historical data provided by the asbestos abatement contractor shall be based on personal air monitoring performed during work operations closely resembling the processes, type of material, control methods, work practices, and environmental conditions present at the site. Documentation of aforementioned results may be requested by the City and/or Third-Party Air Monitor for review. This will not relieve the asbestos abatement contractor from providing personal air monitoring to determine the

time-weighted average (TWA) for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101.

I. At no time during actual removal operations shall half-mask air purifying respirators be allowed unless a full 8-hour TWA and excursion limit have been conducted, and reviewed by the Construction Project Manager. If the TWA and excursion limit have not been conducted, a Supplied-Air Respirator (SAR) or Airline Respirator or Self-Contained Breathing Apparatus (SCBA) must be used. Use of single use dust respirators is prohibited for the above respiratory protection.

J. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

K. Asbestos abatement contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every 12 months thereafter with the type of respirator he/she will be using.

L. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

M. No facial hairs (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.

N. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the asbestos abatement contractor at the asbestos abatement contractor's expense.

O. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:

1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and

2. High efficiency filters for negative pressure respirators shall be changed after each shower; and

3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated in Section 3.03 and/or 3.04.

4. Airline respirators with high efficiency filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers recommendations; and

5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted; and

6. Organic solvents shall not be used for washing of respirators.

P. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the Work Area. Qualitative fit test shall be done to ensure proper fit of respirator.

1.16 PROTECTIVE CLOTHING

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide to all workers, foremen, superintendents, authorized visitors and inspectors, protective disposable clothing consisting of full body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.

B. In addition to personal protective equipment for workers, the asbestos abatement contractor shall make available at each worksite at least four (4) additional uniforms and required respiratory equipment each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager. In addition to respiratory masks for workers, the asbestos abatement contractor must have on hand at the beginning of each work day, at least four (4) masks each with two sets of fresh filters, for use by personnel who are authorized to inspect the worksite. The asbestos abatement contractor shall check for proper fit of the respirators of all City personnel authorized to enter the Work Area.

C. Asbestos handlers involved in tent procedures shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the Work Area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.

D. The outer disposable suit (if 2 suits are worn) shall be removed and remain in the tent upon exiting. Following the tent disposal and work site clean up the workers shall immediately proceed to a shower at the work site. The inner disposal unit and respirator shall be removed in the shower after appropriate wetting. The disposal clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.

E. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes for all workers in the Work Area.

F. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the Work Area for any reason after being contaminated with ACM and/or dust.

G. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Label all hats with same warning label as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the Work Area at the end of the work.

H. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the Work Area.

I. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the Work Area. Dispose of as asbestos-asbestos contaminated waste at the end of the work. Gloves shall be worn at all times, except during Work Area Preparation activities that do not disturb ACM.

J. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the Asbestos Abatement Work.

K. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination facility.

L. Respirators, disposable coveralls, head covers and foot covers shall be provided by the asbestos abatement contractor for the Facilities Representative, Construction Project Manager and any other authorized representative who may inspect the Work Area. Provide two respirators and six respirator filter changes per day.

1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR

A. Asbestos abatement contractor shall employ a qualified industrial hygiene laboratory to analyze air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) and New York City regulations.

B. The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

C. Industrial hygiene laboratory shall also be a current proficient participant in the NIST/NVLAP Quality Assurance Program for the identification of bulk samples. Laboratory identification number shall be submitted to and approved by the City.

D. Air monitoring responsibilities for the asbestos abatement contractor's employees, shall be performed by a representative of the industrial hygiene laboratory retained by the asbestos abatement contractor.

E. Asbestos abatement contractor shall submit to the City all credentials of the designated (as defined in OSHA 1926.1101) and industrial hygiene laboratory representative for approval.

F. Air monitoring and inspection shall be conducted by the Asbestos abatement contractor's competent person (as defined in OSHA 1926.1101).

G. Continuous (daily or per shift) monitoring and inspection will include Work Area samples, personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA (unless Type C respirators are used) and decontamination unit clean room samples.

H. Work Area samples and employee personnel samples shall be taken using pumps whose flow rates can be determined to an accuracy of +5-percent, at a minimum of two liters per minute. This must be demonstrated at the job site.

I. Sampling and analysis methods shall be per NIOSH 7400A.

J. Test Reports:

1. Promptly process and distribute one copy of the test results, to the Commissioner.

2. Prompt reports are necessary so that if required, modifications to work methods and/or practices may be implemented as soon as possible.

3. Asbestos abatement contractor shall by facsimile notify the Commissioner within 24 hours of the results of each test, followed by written notification within three days.

K. Competent person shall conduct inspections and provide written reports daily. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment.

L. All costs for required air monitoring by the asbestos abatement contractor's competent person shall be borne by the asbestos abatement contractor.

M. The City reserves the right to conduct air and surface dust sampling in conjunction with and separate from the Third-Party Air Monitor for the purposes of Quality Assurance.

N. All samples shall be accompanied by a Chain of Custody Record that shall be submitted to the Construction Project Manager upon completion of analysis.

1.18 THIRD PARTY MONITORING AND LABORATORY

A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.

B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM). This laboratory shall meet the standards stated in Paragraph 1.17. B.

C. Observations will include, but not be limited to, checking the standard operating procedures, engineering control systems, respiratory protection, decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project that may affect the health and safety of the environment, Asbestos abatement contractor, and/or facility occupants.

D. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

E. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

F. At a minimum, air sampling shall be conducted in accordance with the following schedule:

Abatement Activity	Pre-Abatement	During Abatement	Post-Abatement
Equal to or greater than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	TEM
Less than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	PCM

Note: TEM is acceptable wherever PCM is required.

G. The number of air samples required per stage of abatement and size of abatement project is listed in the table below:

		Pre-Abatement	During Abatement	Post Abatement
	Large Asbestos Projects			
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5[a]	5[a]	5[a]
3.	Exterior Foam and Vertical Surfaces	-	5[c]	5[d]
4.	Interior Foam	10	5[c]	10[d]
	Small Asbestos Projects			
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3[b]	3[b]	3[b]
3.	Tent	3[b]	3[b]	3[b]
4.	Exterior Foam and Vertical Surfaces	-	3[c]	3[d]
5.	Interior Foam	6	3[c]	6[d]
	Minor Projects			
1.	Glovebag inside Tent	-	-	1[d]
2.	Tent	-	-	1[d]
3.	Exterior Foam and Vertical Surfaces	-	-	1[d]
4.	Interior Foam	-	-	1[d]

Notes:

a. if more than three (3) tents then two (2) samples required per enclosure.
b. if more than three (3) tents then one (1) sample required per enclosure.
c. samples shall be taken within the work area(s).
d. area sampling is required only if:
- visible emissions are detected during the project
- during-abatement area sampling results exceeded 0.01 f/cc or the pre-abatement area sampling result(s) for interior projects where applicable.

- work area to be reoccupied is an interior space at a school, healthcare, or daycare facility.

H. Prior to commencement of abatement activities, the Third Party Air Monitoring Firm will collect a minimum number of area samples inside each homogeneous work area.

1. Samples will be taken during normal occupancy activities and circumstances at the work site.

2. Samplers shall be located within the proposed work area and at all proposed isolation barrier locations.

3. Samples shall be analyzed using PCM.

4. The number of samples to be collected will be determined by the size of the project and the abatement methods to be utilized.

I. Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. The following minimum schedule of samples shall be required daily.

1. For large asbestos projects employing full containment, area air sampling shall be performed at the following locations:

a. Two area samples outside the work area in uncontaminated areas of the building, remote from the decontamination facilities.

(1) Primary location selection shall be within 10 feet of isolation barriers.

(2) Where negative ventilation exhaust runs through uncontaminated building areas, one of the area samples will be required in these areas to monitor any potential fiber release.

(3) Where exhaust tubes have been grouped together in banks of up to five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area, one area air sample shall be taken.

b. One area sample within the uncontaminated entrance to each decontamination enclosure system.

c. Where adjacent non-work areas do not exist, an exterior area sample shall be taken.

d. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct.

e. One area sample outside, but within 25 feet of, the building or structure, if the entire building or structure is the work area.

2. For large asbestos projects involving interior foam method, area air sampling shall be performed at the following sampling locations:

a. One area sample taken outside the work area within 10 feet of isolation barriers.

b. One area sample taken within the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system.

c. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct, if applicable.

d. Three area samples inside the work area.

e. One area sample where the negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

3. For large asbestos projects employing the glovebag procedure within a tent, a minimum of five continuous air samples shall be taken concurrently with the abatement for each work area, unless there are more than three enclosures, in which case two area samples per enclosure are required.

a. Four area samples taken outside the work area within ten feet of tent enclosure(s).

b. One area sample taken within the uncontaminated entrance to each worker and waste decontamination enclosure system.

c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

d. One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

4. For large asbestos projects involving exterior foam method or removal of ACM from vertical surfaces, a minimum of five continuous area samples shall be taken concurrently with the abatement for each work area using the following minimum requirements:

   a. Three area samples inside the work area and remote from the decontamination systems.

   b. One area sample within the uncontaminated entrance to each worker and waste decontamination enclosure system.

   c. One area sample outside the work area within 25 feet of the building or structure, if the entire building or structure is the work area.

   d. One area sample inside the building or structure at the egress point to the work area, if applicable.

5. For small asbestos projects employing full containment, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:

   a. Two area samples taken outside the work area within ten feet of the isolation barriers.

   b. One area sample within the uncontaminated entrance to each worker or waste decontamination enclosure system.

   c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.

   d. One area sample where negative ventilation exhaust ducting runs through an uncontaminated building area, if applicable.

6. Tent Procedures:
   For projects involving more than 25 linear feet or 10 square feet, a minimum of three continuous samples shall be taken concurrently throughout abatement.

J. Post-abatement clearance air monitoring for projects not solely employing glove-bag procedures shall include a minimum number of area samples inside each homogeneous work area and outside each homogeneous work area (five samples inside/five samples outside for Large Projects and three samples inside/three samples outside for Small Projects). In addition to the five sample inside/five sample outside minimum for Large Projects, one additional representative area sample shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

K. Post-abatement clearance air monitoring for Small Projects solely employing glove-bag procedures is not required unless one or more of the following events occurs. In such cases, post-abatement clearance air monitoring procedures shall be followed. The events requiring post-abatement clearance air monitoring are:

1. The integrity of the glove-bag was compromised,

2. Visible emissions are detected outside the glove-bag, and/or

3. Ambient levels exceed 0.01 f/cc during abatement.

L. Monitoring requirements for other than post-abatement clearance air monitoring are as follows:

1. The sampling zone for indoor air samples shall be representative of the building occupants' breathing zone.

2. If possible, outdoor ambient and baseline samplers should be placed about 6 feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow.

3. For outdoor samples, if access to electricity and concerns about security dictate a rooftop site, locations near vents and other structures on the roof that would unduly affect airflow shall be avoided.

4. Air sampling equipment shall not be placed in corners of rooms or near obstructions such as furniture.

5. Samples shall have a chain of custody record.

M. Area air sampling during abatement shall be conducted as specified in the following documents except as restricted or modified herein:

1. Measuring Airborne Asbestos Following an Abatement Action, US EPA document 600/4-85-049 (Nov., 1985);

2. Guidance for Controlling Asbestos-Containing Materials in Buildings; US EPA Publication 560/5-85- 024 (June, 1984);

3. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy US EPA Contract No. 68-02- 3266;

4. Mandatory and non-mandatory Electron Microscopy Methods set forth in 40 CFR Part 763, Subpart E, Appendix A.

5. NIOSH 7400 method using "A" counting rules

N. In accordance with the above criteria, area samples (see NYCDEP Asbestos Control Program Regulations) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM, 25mm cassettes	560 liters	5 to 15 liters/minute
TEM, 25mm cassettes	560 liters	1 to 10 liters/minute
TEM, 37mm cassettes	1,250 liters	1 to 10 liters/minute

O. Post-abatement clearance air monitoring requirements are as follows:

1. Sampling shall not begin until at least one hour after wet cleaning has been completed and no visible pools of water or condensation remain.

2. Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.

3. The representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.

P. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:

1. Before starting the sampling pumps, use forced air equipment (such as a one horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area. This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area; then

2. Place a 20-inch diameter fan in the center of the room. Use one fan per 10,000 cubic feet of room space. Place the fan on slow speed and point it toward the ceiling.

3. Start the sampling pumps and sample for the required time or volume.

4. Turn off the pump and then the fan(s) when sampling is completed.

5. Collect a minimum number of area samples inside and outside each homogeneous work area (five inside/five outside samples for Large Projects and three inside/three outside samples for Small Projects). In addition to the minimum for Large Projects, one representative area samples shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

Q. For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

1. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site meets the clearance criteria.

2. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied independently to each work area.

3. Should airborne fiber concentrations exceed the clearance criteria, the asbestos abatement contractor shall re-clean the work area utilizing wet wiping and HEPA-vacuuming techniques. Following completion of re-cleaning activities, the Third-Party Air Monitor will perform an observation of the Work Area. If the Third-Party Air Monitor determines that the work was performed in accordance with the specifications, the appropriate settling period will be observed and additional air sampling will be performed.

4. All costs resulting from additional air tests and observations shall be borne by the asbestos abatement contractor. These costs may include, but are not limited to, labor, analysis fees, materials, and expenses.

5. After the area has been found to be in compliance, the asbestos abatement contractor may remove Isolation Barriers and perform final cleaning as specified.

R. Clearance and/or Re-occupancy Criteria:

1. The clearance criteria shall be applied to each homogeneous work area independently.

2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when each of the 5 inside/5 outside samples for Large Projects and/or 3 inside/3 outside samples for Small Projects is less than or equal to 0.01 f/cc or the background concentrations, whichever is greater.

3. For TEM analysis, the clearance air monitoring shall be considered satisfactory when the requirements stated in 40 CFR Part 763, Subpart E, Appendix A, Section IV are met.

4. As soon as the air monitoring tests are completed, the Third-Party Air Monitor will send the results of such tests to the City and notify the Asbestos abatement contractor.

5. The asbestos abatement contractor shall initiate the appropriate closeout information into the DEP ARTS database within 24 hours of work area completion to allow the Third Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.

6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the Third Party Air Monitoring Firm within 48 hours of receipt.

1.19 TAMPERING WITH TEST EQUIPMENT

All parties to this Contract are hereby notified that any tampering with testing equipment will be considered an attempt at falsifying reports and records to federal and state agencies and each offense will be prosecuted under applicable state and federal criminal codes to the fullest extent possible.

1.20 GUARANTEE

A. Work performed in compliance with this Contract shall be guaranteed for a period of one year from the date the completed work is accepted by the City.

B. The asbestos abatement contractor shall not be held liable for the guarantee where the repair required under the guarantee is a result of obvious abuse or vandalism, as determined by the Commissioner.

C. The City will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

PART 2 – PRODUCTS

2.01 MATERIAL HANDLING

A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.

3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.

B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

2.02 MATERIALS

A. Wetting agents: (Surfactant) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed according to the manufacturer's written instructions.

B. Encapsulants: Liquid material which can be applied to asbestos-containing material which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

C. During abatement activities, replacement materials shall be stored outside the work area in a manner to prevent contamination. Materials required for the asbestos project (i.e., plastic sheeting, replacement filters, duct tape, etc.) shall be stored to prevent damage or contamination.

D. Framing Materials and Doors: As required to construct temporary decontamination facilities and isolation barriers. Lumber shall be high grade, new, finished one side and fire retardant.

E. Fire Retardant Polyethylene Sheeting: minimum uniform thickness of 6-mil. Provide largest size possible to minimize seams. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

F. Fire Retardant Reinforced Polyethylene Sheeting: For covering floor of decontamination units, provide translucent, nylon reinforced or woven polyethylene laminated, fire retardant polyethylene sheeting. Provide largest size possible to minimize seams, minimum uniform thickness 6-mil. All materials used

in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

G. Drums: Asbestos-transporting drums, sealable and clearly marked with warning labels as required by OSHA and EPA.

H. Polyethylene Disposal Bags: Asbestos disposal bags, minimum of fire retardant 6-mil thick. Bags shall be clearly marked with warning labels as required by OSHA and EPA.

I. Signs: Asbestos warning signs for posting at perimeter of Work Area, as required by OSHA and EPA.

J. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad.

K. Tape: Provide tape which is of high quality with an adhesive that is formulated to aggressively stick to sheet polyethylene.

L. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

M. Flexible Duct: Spiral reinforced flex duct for air filtration devices.

N. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves, and 18-inch high boot-type foot covers. Protective clothing shall conform to OSHA Standard 29 CFR 1926.1101.

O. Surfactants, strippers, sealers, or any other chemicals used shall be non-carcinogenic and non-toxic.

P. Materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

2.03 TOOLS AND EQUIPMENT

A. Air Filtration Device (AFD): AFDs shall be equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.

B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910), New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable. All scaffolding and components shall be capable of supporting without failure a minimum of four times the maximum intended load, plus an allowance

for impact. All scaffolding and staging must be certified in writing by a Professional Engineer licensed to practice in the State of New York.

1. Equip rungs of all metal ladders, etc., with an abrasive, non-slip surface.

2. Provide non-skid surface on all scaffold surfaces subject to foot traffic. Scaffold ends and joints shall be sealed with tape to prevent penetration of asbestos fibers.

C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of asbestos contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the building for temporary storage shall be metal, closed and locked.

D. Vacuum Equipment: All vacuum equipment utilized in the Work Area shall utilize HEPA filtration systems.

E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit.

F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material and shall be approved by and listed with Underwriters Laboratory.

G. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

H. Water Atomizer: Powered air-misting device equipped with a ground fault interrupter and equipped to operate continuously.

I. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small, fine fibers. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the Construction Project Manager.

J. Power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation. Abrasive removal methods, including the use of beadblasters, are prohibited.

K. Other Tools and Equipment: Asbestos abatement contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.

L. Fans and Leaf Blower: Provide Leaf Blower (one leaf blower per floor) and one 20-inch diameter fans for each 10,000 cubic feet of Work Area volume to be used for aggressive sampling technique for clearance air testing.

M. Fire Extinguishers: At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

N. First Aid Kits: Asbestos abatement contractor shall maintain adequately stocked first aid kits in the clean rooms of the decontamination units and within Work Areas. The first aid kit shall be approved by a licensed physician for the work to be performed under this Contract.

O. Water Service:

1. Temporary Water Service Connection: All connections to the Facilities water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperature and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping, and equipment. Leaking or dripping fittings/valves shall be repaired and or replaced as required.

2. Water Hoses: Employ new heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each Work Area and to each Decontamination Enclosure Unit. Provide fittings as required for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

3. Water Heater: Provide UL rated 40-gallon electric water heaters to supply hot water for Personal Decontamination Enclosure System Shower. Activate from 30 Amp Circuit breakers located within the Decontamination Enclosure sub panel. Provide relief valve compatible with water heater operations, pipe relief valve down to drip pan at floor level with type 'L' copper piping. Drip pans shall be 6-inch deep and securely fastened to water heater. Wiring of the water heater shall comply with NEMA, NECA, and UL standards.

P. Electrical Service:

1. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

2. Temporary Power: Provide service to decontamination unit sub panel with minimum 60 AMP, two pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub panel and disconnect shall be

sized and equipped to accommodate all electrical equipment required for completion of the work.

3. Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

4. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate the GFCIs outside the Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in Work Area, decontamination units, exterior, or as otherwise required by NEC, OSHA or other authority.

5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least subject to damage from operations.

6. Temporary Wiring: In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Provide liquid tight enclosures or boxes for all wiring devices. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

7. Electrical Power Cords: Use only grounded extension cords; use hard service cords where exposed to traffic and abrasion. Use single lengths of cords only.

8. Temporary Lighting: All lighting within the Work Area shall be liquid and moisture proof and designed for the use intended.

    a. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.

    b. Provide lighting in the Decontamination Unit as required to supply a minimum 50-foot candle light level.

9. If electrical circuits, machinery, and other electrical systems in or passing though the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

    a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered

with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

2.04 CLEANING

A. Throughout the construction period, the asbestos abatement contractor shall maintain the building as described in this Section.

1. The asbestos abatement contractor shall prevent building areas other than the Work Area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the Work Area become contaminated with asbestos-containing dust or debris as a consequence of the asbestos abatement contractor's work practices, the asbestos abatement contractor shall be responsible for cleaning these areas in accordance with the procedures appended in Title 15, Chapter 1 of RCNY and NYSDOL ICR56. All costs incurred in cleaning or otherwise decontaminating non-Work Areas and the contents thereof shall be borne by the asbestos abatement contractor at no additional cost to the City.

2. The asbestos abatement contractor shall provide to all personnel and laborers the required equipment and materials needed to maintain the specified standard of cleanliness.

B. General

1. Waste water from asbestos removal operations, including shower water, may be discharged into the public sewer system only after approved filtration is on operation to remove asbestos fibers.

2. Asbestos wastes shall be double bagged in six mil (.006") fire retardant polyethylene bags approved for ACM disposal and shall be properly labeled and handled before disposal.

3. All waste generated shall be bagged, wrapped or containerized immediately upon removal. The personal and waste decontamination enclosure systems and floor and scaffold surfaces shall be HEPA vacuumed and wet cleaned at the end of each work shift at a minimum.

4. The asbestos abatement contractor shall use corrugated cartons or drums for disposal of asbestos-containing waste having sharp edged components (e.g., nails, screws, metal lathe and tin sheeting) that may tear polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.

5. The asbestos abatement contractor shall transport all bags of waste to disposal site in thirty gallon capacity metal or fiber drums with tight lids, or in locked steel dumpster.

6. Dumping of debris, waste or bagged waste will not be permitted.

7. The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.

8. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.

9. ACM shall be collected utilizing rubber dust pans and rubber squeegees.

10. HEPA vacuums shall not be used on wet materials unless specifically designed for that purpose.

11. Metal shovels shall not be used within the work area.

12. Mastic solvent when used will be applied in moderation (e.g., by airless sprayer). Saturation of the concrete floor with mastic solvent must be avoided.

13. The asbestos abatement contractor shall retain all items in the storage area in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of all materials.

14. The asbestos abatement contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for use in this work. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with New York City Department of Sanitation (NYCDOS) regulation Title 16 Chapter 8, and Federal, State and City laws.

15. At least twice a week (more if necessary), the asbestos abatement contractor shall completely remove all scrap, debris and waste material from the job site.

16. The asbestos abatement contractor shall provide adequate storage space for all items awaiting removal from the job site, observing all requirements for fire protection and concerns for the environment.

17. All respiratory protection equipment shall be selected from the latest NIOSH Certified Equipment list.

18. Daily and more often, if necessary, the asbestos abatement contractor shall inspect the Work Areas and adjoining spaces, and pick up all scrap, debris, and waste material. All such items shall be removed to the place designated for their storage.

19. Weekly, and more often, if necessary, the asbestos abatement contractor shall inspect all arrangements of materials stored on the site; re-stack and tidy them or otherwise service them to meet the requirements of these Specifications.

20. The asbestos abatement contractor shall maintain the site in a neat and orderly condition at all times.

PART 3 – EXECUTION

3.01 WORKER DECONTAMINATION FACILITY

A. Large Asbestos Projects (Small Project Option):

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas

a. Structure:

(1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

(2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

(3) Interior shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.

(4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered

to allow for air movement through the decontamination units into Work Area.

b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

d. Decontamination Enclosure System shall be placed adjacent to the Work Area and shall consist of three totally enclosed chambers, separated from Work Area and each other by airlocks, as follows:

(1) Equipment Room: The equipment room shall have a curtain doorway to separate it from the Work Area, and share a common airlock with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a fire retardant 6-mil disposal bag for collection of discarded clothing and equipment. The equipment room shall be utilized for the storage of equipment and tools after decontamination using a HEPA-vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA-vacuums and negative air machines, extra tools, containers of surfactant, and other materials and equipment required for the project shall be stored here. A walk-off pan filled with water shall be placed in the Work Area just outside the equipment room for persons to clean foot coverings when leaving the Work Area. Contaminated footwear and reusable work clothing shall be stored in this room.

(2) Shower Room: The shower room shall have two airlocks (one that separates it from the equipment room and one that separates it from the clean room). The shower room shall contain at least one shower, with hot and cold water adjustable at the tap, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind and shall contain a rigid catch basin at least six inches deep. Asbestos abatement contractor shall supply towels, shampoo and liquid soap in the shower room at all times. Shower water shall be continuously drained, collected, and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Pumps shall be installed, maintained

and utilized in accordance with manufacturer's recommendations. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

(3) Clean Room: The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tool, equipment or other materials.

B. Small Asbestos Projects:

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.

2. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.

3. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.02 WASTE DECONTAMINATION FACILITY

A. Large Asbestos Project (Small Project Option)

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.

a. Structure:

(1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

(2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

(3) Interior walls shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.

(4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into the Work Area.

b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

d. Decontamination Enclosure System shall be located outside the work area and attached to all locations through which ACM waste will be removed from the work area and shall consist of two totally enclosed chambers, separated from the Work Area and each other by airlocks, as follows:

(1) Washroom: An equipment washroom shall have two air locks (one separating the unit from the Work Area and one common air lock that separates it from the holding area). The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the Work Area, prior to moving to the washroom.

(2) Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the Work Area.

B. Small Asbestos Project:

1. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.

2. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.03 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING REMOTE DECONTAMINATION FACILITIES

A. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall fully identify the facility, agents, asbestos abatement contractor(s), the project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.

B. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the Work Area.

C. Each worker shall, before leaving the Work Area or tent, clean the outside of the respirators and outer layer of protective clothing by wet cleaning and/or HEPA-vacuuming. The outer disposable suit shall be removed in the airlock prior to proceeding to the Worker Decontamination Unit. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.

D. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.04 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING ATTACHED DECONTAMINATION FACILITIES

A. All workers and authorized visitors shall enter the Work Area through the worker decontamination facility.

B. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, asbestos abatement contractor(s), the project, each Work Area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.

C. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator with filters, and clean protective clothing before entering the Work Area through the shower room and equipment room.

D. Each worker or authorized visitor shall, each time he leaves the Work Area, remove gross contamination from clothing before leaving the Work Area; proceed to the equipment room and remove clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

E. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the Work Area is not permitted outside the Work Area.

3.05 MAINTENANCE OF DECONTAMINATION ENCLOSURE FACILITIES AND BARRIERS

The following procedures shall be followed during abatement activities.

A. All polyethylene barriers inside the work place and partitions constructed to isolate the Work Area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.

B. Smoke tubes shall be used to test the integrity of the Work Area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.

C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.

D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the Work Area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.

E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor.

F. The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting shall be documented in the log book. If exits are found to be blocked, abatement activities shall stop until the blockage is cleared.

3.06 MODIFICATIONS TO HVAC SYSTEMS

A. Shut down, isolate or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.

B. Seal all seams with duct tap. Wrap entire duct with a minimum of two layers of fire retardant 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Facility. Where systems must be maintained, i.e., traversing Work Areas to non-Work Areas, only supply ducts will be maintained, protect as described above. All returns must be blanked off in Work Area and adjacent areas, including floor above and below Work Area. When required Asbestos abatement contractor shall apply for a clarification from NYCDEP. The Asbestos abatement contractor shall implement the following engineering procedures:

1. Maintenance of a positive pressure within the HVAC system of 0.01 inch water gauge (or greater) with respect to the ambient pressure outside the Work Area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of Work Area preparation until successful final air clearance. Positive pressurization of HVAC system shall be applied only under the direction and control of professional engineer, or other knowledgeable licensed professional;

2. The positive pressurization of the duct shall be tested, inspected and recorded both at the beginning and at the end of each shift;

3. The positive pressurization shall be monitored using instrumentation which will provide a written record of pressurization and that will trigger an audible alarm, if the static pressure falls below the set value;

4. The supply air fan and the supply air damper for the active positive-pressurized duct shall be placed in the manual "on" positions to prevent shutdown by fail-safe mechanisms;

5. The return air fan and the return air dampers shall be shut down and locked-out;

6. All the seams of the HVAC ducts that pass through the Work Area shall be sealed;

7. The HVAC ducts that pass through the Work Area shall be covered with two (2) layers of fire retardant 6-mil polyethylene sheeting, and all seams and edges of both layers shall be sealed airtight;

8. The supply air fans, return air fans, and all dampers servicing the Work Area itself shall be shut down and locked-out. All openings within the Work Area of supply and return air ducts shall be sealed with 3/8-inch fire rated plywood and two layers of fire retardant 6-mil polyethylene;

9. When abatement occurs during periods while the HVAC system is shut down an alternative method of pressurization of the duct passing through the Work Area should be employed (e.g., by low-pressure "blowers", etc., directly coupled into the duct). Item #4 above shall be deleted and shall be replaced by the requirement to set the dampers of the HVAC duct in the manual closed positions, in order to effect pressurization.

C. Asbestos abatement contractor to coordinate this item with the Facility and Construction Project Manager at the commencement of work. Where present HVAC systems (ducts) service an area and that air system cannot be shut down, asbestos abatement contractor shall isolate and seal the ducts, both supply and return, at the boundary of that zone.

1. To isolate, cap, or seal a duct, the asbestos abatement contractor shall remove insulation from duct (if necessary), then disconnect linkage to fold shut all fire dampers. Asbestos abatement contractor shall seal all edges and seams with caulk and duct-tape.

2. Asbestos abatement contractor shall then cut existing duct and fold metal in and secure with approved fasteners. Asbestos abatement contractor shall caulk and duct-tape all seams and edges.

3. All ducts shall then be completely wrapped and sealed with duct-tape and three (3) layers of reinforced polyethylene sheeting.

4. All ducts shall be restored to original working order at the end of the project.

D. Where present HVAC systems (ducts) service occupied areas (non-Work Areas), the Asbestos abatement contractor shall blank off the ducts.

1. To isolate or seal the return duct, the asbestos abatement contractor shall remove any insulation (if necessary) from the duct. Then disconnect linkage to fold shut all fire dampers and insert a fiberglass board within the duct. Asbestos abatement contractor shall seal all edges and seams with caulk, duct-tape and three (3) layers of reinforced polyethylene sheeting.

2. All isolation of return ducts and any other activity that requires removal of ceiling by the asbestos abatement contractor shall be conducted under controls. Work is to be coordinated with the Construction Project Manager and the Facility and is described as follows:

a. Work shall occur as scheduled.

b. Horizontal surfaces near the blanking operations shall be protected with fire retardant 6-mil polyethylene sheeting.

c. Plastic drapes shall be used to enclose the immediate area.

d. Asbestos abatement contractor to position and operate air filtration devices and HEPA-vacuums in the area to clean space after blanking operations.

e. All personnel involved with this work shall receive personal protection (i.e., respirators and disposable suits).

E. Upon loss of negative pressure or electric power, all work activities in an area shall cease immediately and shall not resume until negative pressure and/or electric power has been fully restored. When a power failure or loss of negative pressure lasts, or is expected to last, longer than thirty (30) minutes, the following sequence of events shall occur.

1. All make up air inlets shall be sealed airtight.

2. All decontamination facilities shall be sealed airtight after evacuation of all personnel from the Work Area.

3. All adjacent areas shall be monitored for potential fiber release upon discovery of and subsequently throughout, power failure.

3.07 LOCKOUT OF HVAC SYSTEMS, ELECTRIC POWER, AND ACTIVE BOILERS

Prior to the start of any prep work, the asbestos abatement contractor shall employ skilled tradesmen with limited asbestos licenses for the following work:

A. Disable all ventilating systems or other systems bringing air into or exhausting air out of the Work Area. Disable system by disconnecting wires removing circuit breakers, by lockable switch or other positive means to ensure against accidental re-starting of equipment.

B. Lock out power to the Work Area by switching off all breakers and removing them from panels or by switching and locking entire panel. Label panel with following notation: "DANGER CIRCUIT BEING WORKED ON". Give all keys to Facility.

C. Lock out power to circuits running through Work Area whenever possible by switching off and removing breakers from panel. If circuits must remain live, the Facility shall notify asbestos abatement contractor in order that he may secure a variance from NYCDEP. The asbestos abatement contractor shall protect all conduit and wires to remain and label all active circuits at intervals not to exceed 3 feet with tags having the following notation: "DANGER LIVE ELECTROCUTION HAZARD". The asbestos abatement contractor shall label all circuits in all locations including hidden locations that may be affected by the work in a similar manner.

D. All boilers and other equipment within the work area shall be shut down, locked out, tagged out and the burner/boiler/equipment accesses and openings shall be sealed until abatement activities are complete. If the boiler or other exhausted equipment will be subject to abatement, all breeching, stacks, columns, flues, shafts, and double-walled enclosures serving as exhausts or vents shall be segregated from the affected boiler or equipment and sealed airtight to eliminate potential chimney effects within the work area.

PART 4 – PREPARATION OF WORK AREA AND REMOVAL PROCEDURES

4.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

A. Asbestos abatement contractor Responsibility

Asbestos abatement contractor shall be responsible for the proper removal of ACM from the Work Area using standard industry techniques. The Third-Party Air Monitor representative shall observe the Work.

1. General Requirements:

a. Removal of ACM shall be performed using wet methods. Dry removal of ACM is prohibited.

b. Spray ACM with amended water with sufficient frequency and quantity to enhance penetration. Sufficient time shall be allowed for amended water to penetrate the material to the substrate prior to removal. All ACM shall be thoroughly wetted while work is being conducted.

c. Accumulation of standing water on the floor of the Work Area is prohibited.

d. Apply removal encapsulants, when used, in accordance with the manufacturer's recommendations and guidelines.

e. Containerize ACM immediately upon detachment from the substrate. Alternately, ACM may be dropped in to a flexible catch basin and promptly bagged. Detached ACM is not permitted to lie on the floor for any period of time. Excess air within the bag shall be removed before sealing. ACM shall not be dropped from a height of greater than 10 feet. Above 10 feet, dust free inclined chutes may be used. Maximum inclination from horizontal shall be 60-degrees for all chutes.

f. Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

g. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area.

h. No smoking signs shall be maintained and prominently displayed within the work place.

i. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

j. If the containment area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation

equipment is used on multiple floors the cut off switch shall be able to turn off the equipment on all floors.

B. Removal of ACM Utilizing Full Containment Procedures shall be as follows:

1. Preparation Procedures:

a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.

b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of fire retardant polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos-asbestos contaminated waste.

c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

d. Provide and install decontamination enclosure systems in accordance with Sections 3.01 and 3.02 of this Section.

e. Remove ACM that may be disturbed by the erection of partitions using tent procedures and wet removal methods. Removal shall be limited to a one-foot wide strip running the length/height of the partition.

f. Pre-clean and remove moveable objects from the Work Area. Pre-cleaning shall be accomplished using HEPA-vacuum and wet-cleaning techniques. Store moveable objects at a location determined by the City.

g. Protect carpeting that will remain in the Work Area.

(1) Pre-clean carpeting utilizing wet-cleaning techniques.

(2) Install a minimum of two layers of fire retardant 6-mil reinforced polyethylene sheeting over carpeting.

(3) Place a rigid flooring material, minimum thickness of 3/8-inch, over polyethylene sheeting.

h. Pre-clean all fixed objects to remain within the Work Area using HEPA-vacuum and wet-cleaning techniques.

i. Seal fixed objects with two individual layers, minimum, of 6-mil fire retardant polyethylene sheeting.

j. Pre-clean entire Work Area utilizing HEPA-vacuum and wet-cleaning techniques. Methods of cleaning that raise dust; such as dry sweeping or use of vacuum equipment not equipped with HEPA-filters, is prohibited.

k. Install isolation barriers (i.e., sealing of all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations within the Work Area) using two layers of 6-mil fire retardant polyethylene sheeting and duct-tape.

l. Construct rigid framework to support Work Area barriers.

(1) Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist for all openings greater than 32 square feet. Framework is not required except where one dimension is one foot or less or the opening will be used as an emergency exit.

(2) Apply a solid construction material, minimum thickness of 3/8-inch to the Work Area side of the framing. In secure interior areas, not subject to access from the public or building occupants, an additional layer of 6-mil fire retardant polyethylene sheeting may be substituted for the rigid construction material.

(3) Caulk all wall, floor, ceiling, and fixture joints to form a leak tight seal.

m. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of 6-mil fire retardant plastic and fire rated plywood, as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

n. Remove ceiling mounted objects not previously sealed that will interfere with removal operations. Mist object and surrounding ACM with amended water prior to removal to minimize fiber dispersal. Clean all moveable objects using HEPA-vacuum and wet-cleaning techniques prior to removal from the Work Area.

o. Fiberglass insulation with intact coverings shall be protected in place during abatement activities. These materials shall be protected with two layers of 6-mil fire retardant polyethylene sheeting as isolation barriers and two additional layers of 6-mil fire retardant polyethylene sheeting serving as primary and secondary surface barriers.

p. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuum to produce a negative air pressure inside the enclosure is prohibited.

q. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.

r. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

s. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.

t. Prior to being plasticized, the Work Areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

u. Plasticize the area after pre-cleaning, using the following procedures.

(1) Cover floors with one layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 6 inches up wall, and seal layer to wall.

(2) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, overlapping wall layer a minimum of 6 inches, and seal layer to floor layer.

(3) Cover floors with a second layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.

(4) Cover walls with a second layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.

(5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.

(6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM waste as described in this Specification.

(7) Repeat preparation of areas accessed by demolition activities as described above.

v. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.

w. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.

x. Means of egress shall not be obstructed by hardwall barriers.

y. Pre-Removal Inspections.

(1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Within Full Containment:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the material using hand tools such as scrapers or putty knives. Wire-mesh or wood lathe reinforcing, when present, shall be cut into manageable pieces and disposed of as ACM.

c. Remove any residual material from the substrate using wet cleaning methods and nylon-bristled hand brushes.

d. Place the removal material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.

e. Following the completion of removal of insulation, all visible residue shall be removed from the substrate.

3. Following Removal of ACM utilizing Full Containment Procedures:

a. First Cleaning:

(1) Remove any visible accumulation of asbestos material and debris. HEPA-vacuuming and wet cleaning shall be performed on all surfaces inside the Work Area. All sealed drums, plastic bags, and equipment used in the Work Area shall be removed from the Work Area.

(2) Upon request of the asbestos abatement contractor, the Third-Party Air Monitor will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) Remove first layer of plastic sheathing inside the Work Area. The isolation barriers and decontamination facility shall remain in place and be utilized.

b. Second Cleaning:

(1) After the first cleaning, the Work Area shall be vacated for twelve hours to allow fibers to settle.

(2) All objects and surfaces in the Work Area shall be HEPA - vacuumed and wet cleaned for a second cleaning.

(3) A thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the Work Area.

(4) When the encapsulant is dry, second layer of polyethylene sheeting on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, Isolation Barriers or disconnect the negative pressure equipment.

c. Third Cleaning:

(1) A minimum of four hours after the second cleaning, all the surfaces in the Work Area shall be HEPA-vacuumed and wet cleaned for a third cleaning.

(2) Upon the request of the asbestos abatement contractor, the Third-Party Air Monitor will do final visual inspection for re-occupancy. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.

(3) When the Work Area passes the Third-Party Air Monitor's visual re-occupancy inspection, air sampling shall not begin until at least one hour after the completion of the third cleaning. The Third-Party Air Monitor shall perform air monitoring using aggressive testing techniques. The Third-Party Air Monitor will approve re-occupancy if the specified fiber count in the Work Area is achieved according to the Third-Party Air Monitor.

(4) When the Work Area passes the re-occupancy test, all controls and seals established shall be removed.

(5) The cleaned layer of the surface barriers shall be removed from walls and floors.

(6) The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

d. Final Barrier Removal:

(1) Upon receipt of acceptable clearance testing results, polyethylene sheeting and Isolation Barriers shall be removed and disposed accordingly as asbestos-containing material.

(2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.

e. The Third-Party Air Monitor will conduct a final visual observation. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization.

C. Removal of ACM from Vertical Exterior Surfaces utilizing NYCDEP Title 15, Chapter 1 §1-109 Abatement from Vertical Exterior Surfaces procedures shall be as follows:

Preparation procedures: This procedure shall apply to the abatement of asbestos-containing materials from vertical exterior surfaces such as, but not limited to caulking or glazing compounds, asphaltic materials or tar, cement siding or shingles (including transite), paints, sealants coping stone caps or clay roof tiles.

a. The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area.

b. A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.

c. The restricted area may be entered only by certified workers or authorized visitors.

d. Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.

e. All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and sealed.

f. Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.

g. Horizontal surfaces beneath the affected ACM shall be covered with two layers of fire-retardant 6-mil plastic to a width of six feet.

h. Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.

i. The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be ten feet wide for every floor up to a maximum width of thirty feet, or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.

j. Sidewalk bridges in the restricted area shall be covered with two layers of fire retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.

k. Establish a remote decontamination unit in accordance with Section 3.01 within the restricted area.

l. Construct all elevated work platforms a minimum of one foot below the surface to be abated.

m. Pre-Removal Inspections

(1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Project Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Project Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Materials:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the caulk using hand tools such as knives or scrapers.

c. Exercise caution when removing caulking material to prevent damage to windows or skylight openings.

d. Remove any residual asbestos-containing caulking material from the substrate using wet cleaning methods and nylon-bristled hand brushes. The use of metal bristled brushes is prohibited.

e. Place the removed material immediately into a properly labeled 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.

f. Following the completion of removal of caulking, all visible residues shall be removed from the substrate.

g. Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule. This sampling shall be performed by the Third Party Air Monitoring Firm.

3. Following Removal of ACM :

a. The stripped substrate shall be HEPA vacuumed and wet-wiped.

b. A visual clearance inspection shall be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.

c. After the inspection is completed, the warning tapes and barriers may be removed.

d. The clearance inspection shall be documented in the log and the project air sampling log.

e. Air monitoring shall be conducted in accordance with relevant provisions.

f. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.

g. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.

h. If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations:

(1) All waste shall be removed from the Work Area and holding areas.

(2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.

i. If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.

j. Final Barrier Removal

(1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.

(2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.

(3) The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

4.02 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS

A. Ensure that barriers are installed in a manner appropriate to the expected weather conditions during the project and for its duration. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.

B. Visually inspect non-Work Areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of two times for each 8-hour work shift.

PART 5 – ASBESTOS WASTE MANAGEMENT

5.01 ACM WASTE REQUIREMENTS

A. The asbestos abatement contractor and all sub-asbestos abatement contractors are specifically alerted to the illegal practice of combining asbestos-containing waste (ACW) from one project with the ACW of other projects without using the services of a permitted waste transfer station as defined by 6 NYCRR Part 360 and 364. As part of the shop drawing submittals, the Asbestos abatement contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this Contract. If a permitted transfer station is to be used, the cost shall be included in the work. The asbestos abatement contractor must submit a waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.

B. The asbestos abatement contractor shall maintain compliance with the strictest set of regulations of Title 15, Chapter 1 of RCNY, NYC LL 70/85, NYS DOL ICR 56, USEPA, Asbestos Regulation 40 CFR Section 61.152, 29 CFR 1926.1101, 29 CFR 1910.1200 (F) of OSHA's Hazard Communication Standards, and other applicable standards.

NOTE: Any penalties incurred for failure to comply with any of the above regulations will be the sole responsibility for fines imposed due to negligence of the Asbestos abatement contractor.

C. When presenting ACW for storage at the generation site, the Asbestos abatement contractor shall:

1. Wet down ACW in a manner sufficient to prevent all visible emissions of dust into the air.

2. Seal material in a leak tight container while wet.

3. Keep ACW separate from any other waste.

D. When presenting ACW for storage away from the site of generation, the Asbestos abatement contractor shall:

1. Ensure that ACW has been properly packaged as per requirements above.

2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.

3. If examination reveals damage to a container of ACW the Asbestos abatement contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Asbestos abatement contractor and occur at no extra cost to the City.

4. Keep ACW separate from any other waste.

E. When storing ACW – The Asbestos abatement contractor shall:

1. Ensure that the ACW has been sufficiently wetted down in tight containers.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

6. Keep ACW in a secured, enclosed, and locked container.

7. If the Asbestos abatement contractor has intention of sorting a quantity of ACW greater than or equal to 50 cubic yards, the Asbestos abatement contractor shall:

a. Submit a written request and receive written approval from the City.

F. When presenting for transport, the Asbestos abatement contractor shall:

1. Ensure that ACW has been sufficiently wetted down.

2. Examine the integrity of the container's airtight seal.

3. Re-wet and repackage any damaged containers.

4. Keep ACW separate from all other waste.

5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.

6. Frequency of Waste Removal:

a. Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site without written approval from the City. The Waste Hauler and landfill shall be as indicated on the notifications to regulatory agencies.

G. Waste Load-out Through Equipment Decontamination Enclosure (Full Decontamination Facility): Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick polyethylene sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA-vacuuming in a designated part of the Work Area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil polyethylene sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.

1. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.

2. Workers who have entered the equipment decontamination enclosure system from the uncontaminated non-Work Area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the Work Area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the equipment decontamination enclosure system.

3. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.

4. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, including those turned "inside-out", shall be handled and disposed of as ACM waste.

H. All asbestos materials, wastes, shower water, polyethylene, disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York Department of Environmental Conservation and New York City Department of Sanitation.

I. All asbestos materials shall be prepared for transportation in accordance with this specification and all applicable Federal, State, County and City Regulations. asbestos abatement contractor shall submit the following documentation:

1. Where applicable, an EPA Generator's identification number which has been obtained from the EPA for all asbestos waste generated from the project.

2. Applicable State Waste Hauler license and registration numbers.

3. Federal Hazardous Materials Waste Hauler number.

4. Designated landfill EPA Permit numbers.

J. Prior to loading asbestos waste the enclosed cargo areas (dumpster) shall be prepared as follows:

1. Clean via HEPA-vacuum and wet wipe techniques the enclosed cargo areas of all visible debris prior to preparing with polyethylene.

2. Line the cargo area with two layers of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and extend up the walls a minimum of 24-inches. Wall sheeting shall be overlapped and taped securely into place.

K. Asbestos-containing waste shall be placed on level surfaces in the cargo area of the dumpster and shall be packed tightly to prevent any shifting or tipping of the waste during transportation.

L. Asbestos-containing waste shall not be thrown into or dropped from the dumpster. All material shall be handled carefully to prevent rupture of the containers.

M. All personnel engaged in handling and loading of asbestos contaminated waste outside of the Work Area shall wear protective clothing. The disposable clothing shall include head, body and foot protection and color of clothing shall be different from abatement personnel in the Work Area. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters.

N. Asbestos abatement contractor shall immediately clean debris or residue observed on containers or surfaces outside of the Work Area. Cleaning shall be via HEPA equipped wet/dry vacuums only.

O. All asbestos-containing waste shall be transported from the abatement site to the landfill by a registered Waste Hauler. When transporting ACW:

1. Ensure that the ACW has been sufficiently wetted down in a leak tight container.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

P. Keep ACW in a secured, enclosed, and locked container.

Q. Waste transport documents shall conform to the requirements of the U.S. Department of Transportation, Hazardous Materials Transportation Regulation, 49 CFR Part 173 and EPA 40 CFR 61.150 (d)(1)(2). Shipping documents shall be clearly marked with the required designation "RQ Asbestos". Asbestos abatement contractor shall provide a copy of this document to the City.

R. A uniform hazardous waste manifest shall be prepared by the asbestos abatement contractor and signed by the asbestos abatement contractor each time the asbestos abatement contractor ships a dumpster load of Asbestos-Containing Waste Material. The uniform hazardous waste manifest shall include the site of waste generation, the names and addresses of the Transporter, the asbestos abatement contractor, and the landfill operator with information on the type and number of asbestos-waste containers, time and date. Asbestos abatement contractor shall provide the Construction Project Manager, Third-Party Air Monitor or authorized designated representative with signed copies of the waste manifest before each departure.

S. Asbestos abatement contractor or his registered hazardous Waste Hauler shall transport asbestos-containing waste material from the abatement site directly to the specified disposal site. Asbestos abatement contractor or their Waste Hauler shall not accept material from any other site when transporting asbestos-containing waste material from the abatement site. The authorized DDC representative or Construction Project Manager reserves the right to travel with asbestos abatement contractor's Waste Hauler to the waste disposal site. No intermediate storage of waste material (i.e., asbestos abatement contractor's warehouse) shall be permitted.

T. Final or progress application for payments will not be processed unless all hazardous waste manifests generated to date have been received and reviewed by the Construction Project Manager.

U. All asbestos materials, wastes, shower water, polyethylene disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York State Department of Environmental Conservation and the New York Department of Sanitation.

V. Asbestos abatement contractor shall transport all sealed drums to a landfill disposal site approved by the Department of Environmental Conservation and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Asbestos abatement contractor or sub Asbestos abatement contractor shall:

1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.

2. Comply with all applicable orders issued pursuant to asbestos disposal.

3. Ensure that ACW has been sufficiently wetted down.

4. Re-wet and repackage any damaged containers.

5. Keep ACW separate from all other wastes.

W. Asbestos abatement contractor shall notify the waste disposal site, at least 24 hours prior to transportation of asbestos contaminated waste to be delivered. Asbestos abatement contractor shall determine if a larger notification period is required.

X. At the site asbestos abatement contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.

Y. Asbestos abatement contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.

Z. Asbestos abatement contractor or Waste Hauler shall not remove asbestos-containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-asbestos contaminated waste.

AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.

BB. For the compaction operation, the asbestos abatement contractor shall ensure that disposal sites personnel have been provided with personal protective equipment by the disposal operator. If the disposal site City has not provided this protective equipment, the asbestos abatement contractor shall supply protective clothing and respiratory protection for the duration of this operation (PAPR respirators are mandatory).

CC. If containers are broken or damaged, the asbestos abatement contractor or Waste Hauler shall, using personnel who are properly trained and wearing proper protective equipment, shall repackage the waste in properly labeled containers. Asbestos abatement contractor shall then clean the entire truck and its contents using HEPA-vacuums and wet cleaning techniques until no visible residue is observed.

DD. Following the removal of all containerized waste, the asbestos abatement contractor shall decontaminate the truck cargo area using HEPA-vacuums and/or wet cleaning techniques until no residue is observed. All 6-mil polyethylene sheeting shall be removed and discarded as asbestos-containing waste material along with contaminated cleaning material and protective clothing, in containers at the disposal site.

EE. The transporter(s) of all asbestos waste shall not back-haul any items on his return from landfill/disposal site.

FF. All asbestos waste shall be disposed of in an approved Asbestos Landfill site only.

1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.

2. A manifest form will be signed by the Landfill documenting receipt and acceptance of the asbestos-containing waste. This manifest will be furnished to the City of New York within thirty calendar days from the project completion date.

3. It is the responsibility of the Asbestos abatement contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos abatement contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.

4. The asbestos abatement contractor shall obtain an agreement from the transporter (s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.

5. The asbestos abatement contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

PART 6 – ACCEPTANCE

6.01 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, a certificate will be issued by the Construction Project Manager with copies to all parties.

A. A letter of Compliance stating that all the work on the project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations.

B. All warranties as stated in the Specifications.

END OF SECTION 028213

SECTION 03 54 16

HYDRAULIC CEMENT UNDERLAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes hydraulic-cement-based, polymer-modified, self-leveling underlayment for application below interior floor coverings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer who is approved by manufacturer for application of underlayment products required for this Project.

B. Product Compatibility: Manufacturers of underlayment and floor-covering systems certify in writing that products are compatible.

PART 2 - PRODUCTS

2.1 HYDRAULIC-CEMENT-BASED UNDERLAYMENTS

A. Underlayment: Hydraulic-cement-based, polymer-modified, self-leveling product that can be applied in minimum uniform thickness of 1/4 inch and that can be feathered at edges to match adjacent floor elevations.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Ardex; K-15 Self-Leveling Underlayment Concrete.

b. BASF Construction Chemicals, Inc.; Chemrex Self-Leveling Underlayment.

c. Bonsal American, an Oldcastle company; ProSpec Level Set LW 60.

2. Cement Binder: ASTM C 150, portland cement, or hydraulic or blended hydraulic cement as defined by ASTM C 219.

3. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C 109/C 109M.

4. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer, formulated for use with underlayment when applied to substrate and conditions indicated.

B. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch; or coarse sand as recommended by underlayment manufacturer.

1. Provide aggregate when recommended in writing by underlayment manufacturer for underlayment thickness required.

C. Water: Potable and at a temperature of not more than 70 deg F.

D. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated.

1. Primer shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D.

2. Primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Prepare and clean substrate according to manufacturer's written instructions.

1. Treat nonmoving substrate cracks to prevent cracks from telegraphing (reflecting) through underlayment.

2. Fill substrate voids to prevent underlayment from leaking.

B. Concrete Substrates: Mechanically remove laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants that might impair underlayment bond.

1. Moisture Testing: Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates do not exceed a maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.

C. Adhesion Tests: After substrate preparation, test substrate for adhesion with underlayment.

3.2 APPLICATION

A. General: Mix and apply underlayment components according to manufacturer's written instructions.

1. Close areas to traffic during underlayment application and for time period after application recommended in writing by manufacturer.

2. Coordinate application of components to provide optimum underlayment-to-substrate and intercoat adhesion.

3. At substrate expansion, isolation, and other moving joints, allow joint of same width to continue through underlayment.

B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.

C. Apply underlayment to produce uniform, level surface.

1. Apply a final layer without aggregate to product surface.

2. Feather edges to match adjacent floor elevations.

D. Cure underlayment. Prevent contamination during application and curing processes.

E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.

F. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

END OF SECTION 03 54 16

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SECTION 04 01 40

INTERIOR STONE RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Relocation of existing interior marble veneer panels

2. Repairing interior marble, including replacing whole and partial units, cleaning and patching.

1.2 DEFINITIONS

A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans, elevations, sections, and locations of relocation of existing stone, replacement stone units on the structure and their jointing.

2. Show partial replacement stone units (dutchmen).

3. Show provisions for expansion joints or other sealant joints.

4. Show replacement and repair anchors, including drilled-in pins.

C. Samples: For each exposed product and for each color and texture specified.

1.5 INFORMATIONAL SUBMITTALS

A. Quality-control program.

1.6 QUALITY ASSURANCE

A. Stone Repair Specialist Qualifications: Engage an experienced stone repair firm to perform work of this Section. Firm shall have completed work similar in material, design,

and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging stonework. Include provisions for supervising performance and preventing damage.

C. Mockups: Prepare mockups of stone repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.

1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Commissioner unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work.

PART 2 - PRODUCTS

2.1 STONE MATERIALS

A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone.

1. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.

B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Mortar Sand: ASTM C 144.

1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.

D. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.

E. Water: Potable.

2.3 MANUFACTURED REPAIR MATERIALS

A. Stone Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching stone.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

a. Cathedral Stone Products, Inc.

b. Conproco Corporation.

c. Or approved equal

2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than stone units being repaired, and develops high bond strength to all types of stone.

3. Formulate patching compound in colors, textures, and grain to match stone being patched.

B. Cementitious Crack Filler: Ultrafine superplasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.

1. Manufacturers: Subject to compliance with requirements, provide products by the following or approved equal:

a. Cathedral Stone Products, Inc.

b. Or approved equal

C. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F, recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

a. Akemi North America.

b. Bonstone Materials Corporation.

c. Or approved equal

2.4 ACCESSORY MATERIALS

A. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.

B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.

2. Minimal possibility of damaging exposed surfaces.

3. Consistency of each application.

4. Uniformity of the resulting overall appearance.

5. Do not use products or tools that could leave residue on surfaces.

2.5 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Commissioner's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mixes: Mix mortar materials in the following proportions:

1. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

PART 3 - EXECUTION

3.1 STONE REMOVAL AND REPLACEMENT

A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.

B. Support and protect remaining stonework that surrounds removal area.

C. Notify the Commissioner of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.

D. Remove in an undamaged condition as many whole stone units as possible.

1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.

2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.

E. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.

F. Replace removed damaged stone with other removed stone in good condition, where possible, matching existing stone, including direction of rift or natural bedding planes. Do not use broken units unless they can be cut to usable size.

G. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.

1. Maintain joint width for replacement stone to match existing joints.

2. Use setting buttons or shims to set stone accurately spaced with uniform joints.

H. Set replacement stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting, and set units in full bed of mortar unless otherwise indicated.

3.2 STONE PATCHING

A. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch thick, but not less than recommended in writing by patching compound manufacturer.

B. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of stone unit.

C. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.

D. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.

E. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.

1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.

F. Keep each layer damp for 72 hours or until patching compound has set.

G. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.3 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.

1. Do not use metal scrapers or brushes.

2. Do not use acidic or alkaline cleaners.

END OF SECTION 04 01 40

SECTION 05 12 00

STRUCTURAL STEEL

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Furnish and erect all structural steel as shown on Drawings.

B. Repair existing steel members and replace lintels by welding and bolting miscellaneous steel shapes to the existing steel.

C. Provide shop painting and galvanizing as specified.

1.2 RELATED SECTIONS

A. General Conditions.

B. Section 05 50 00 - Metal Fabrication.

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.

B. "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" 13th edition, including supplements. (AISC 335).

C. American Welding Society (AWS) standards for procedures and materials.

D. "Code of Standard Practice for Steel Buildings and Bridges" (AISC 303)

E. Steel Structures Painting Council (SSPC) standards.

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." Structural steel also includes structural lintels framing over masonry openings bearing on masonry.

1.5 SUBMITTALS

A. Product Data

Submit manufacturers' specifications for the following products:

1. Primer paint, 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. Provide a set of shop drawings showing all connections, bolting, welding, and size of material. Shop drawing shall show intended method of reinforcing existing members and making connections to existing steel as developed by the detailer based on conditions and actual dimensions. 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.
3. Do not order steel in advance of approval of shop drawings.
4. Shop drawings shall be prepared under supervision of and bear the seal of a Professional Engineer licensed in the State of New York. Connections not designed on the Drawings shall be done by the detailer's licensed Engineer. Do not submit unchecked shop drawings. After final approval of all shop drawings, submit a final set sealed and signed by the Professional Engineer.
5. 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.
6. Calculations shall be submitted upon request.

7. After shop drawings are 100% complete and approved and all field changes have been made, submit a set of as-built drawings to the Commissioner.

C. Quality Control Submittals

1. Certificates and Affidavits

a. Furnish notarized Building Department affidavit from steel manufacturer (Form SS24) certifying materials conform to Specification requirements and material was erected as designed.

b. Furnish bolt manufacturer's test reports, covering physical and chemical tests, for each lot of high strength bolts submitted.

c. Furnish steel manufacturer's certificate certifying welders employed on the Work have met AWS qualifications within the previous twelve months, and for work performed in the field are NYC licensed welders as per §28-407.1 of the Administrative Code.

d. Furnish complete listing of ASTM's of materials listed in Part 2 of this Section and certification that materials supplied meet those listed.

e. For mechanical and adhesive anchors installed in concrete, submit ICC certification for use in cracked concrete.

D. Test Reports

Submit test reports for zinc metallizing and epoxy coating system as specified herein, paragraph titled "Galvanizing by the Zinc Metallizing Process".

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 three years experience.

2. Erector: Company specializing in performing the Work of this Section shall have a minimum of three years experience and have done projects with similar quantity of material.

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. Industry Standards: Standards specified in Article 1.03 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.

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 of the 2008 NYC Building Code.

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. Store material of the ground and protect from the weather and contamination.

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 Commissioner in writing.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Stud Shear Connectors

1. Nelson Stud Welding Co.

2. Hilti, Inc

3. Or approved equal

B. Paint

1. Tnemec Co.
2. Carboline
3. Sherwin Williams
4. ZRC

C. Expansion/Screw/Adhesive Anchors, Fasteners

1. Hilti, Inc.
2. ITW Ramset/Redhead, Inc.
3. Simpson Strong-Tie Anchor System, Columbus, OH
4. Powers Fasteners

2.2 MATERIAL

A. Structural Steel Shapes, Shims, Plates, and Bars

Structural steel shall conform to the provisions of ASTM A36 or ASTM A992, pipe steel to the provisions of ASTM A53, Grade B, and tube steel to the provisions of ASTM A500, Grade B, unless otherwise noted.

B. Headed Stud-Type Shear Connectors

Shall conform to the provisions of ASTM A108, meeting chemical requirements of ASTM A29, Grade 1010 through 1020, and Article 7.2.6 of AWS D1.1.

C. Bolts

1. Anchor Bolts: Shall conform to the provisions of ASTM F1554, Grade 36, unless different grade is specified elsewhere. Size and detailing indicated on Drawings.
2. Unfinished Bolts: Shall conform to the provision of ASTM A307.
3. High-Strength Bolts: Shall conform to the requirements of ASTM A325 or F1852.
4. Expansion/Screw/Adhesive Anchors, Fasteners Provide types as indicated on Drawings. The anchor specified shall be considered the basis of design. As a minimum, all anchors exposed to weather or embedded in masonry are to be Type 316 stainless steel. Anchors installed in concrete shall be ICC certified for cracked concrete as per BC 1913 of the 2008 NYC Building Code

a. Wedge Expansion and Undercut Anchors/ expansion bolts shall have an ICC-ES Evaluation Service Report (ESR) issued in accordance with ACI 355.2 for use in cracked concrete, and including seismic applicability loading.

b. Adhesive anchors shall have an ICC-ES Evaluation Service report (ESR) issued in accordance with ICC-ES AC308 and for use in cracked concrete, and seismic loading and pursuant to the Office of Technical Certification and Research (OTCR) Building Bulletin 2009-019.

c. Concrete Screw Anchors shall have an ICC-ES Evaluation Service report (ESR) issued in accordance with ICC-ES AC193 and for use in cracked concrete, and seismic loading and pursuant to the Office of Technical Certification and Research (OTCR) Building Bulletin 2009-021.

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 classification of AWS A5.1 for welding of new steel to new steel.

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

Provide type of primer indicated on steel under the following application conditions.

1. Interior application: Modified alkyd rust-inhibitive type containing no lead equal to Tnemec Co. No. 10-99 or Carboline Carbocoat 115-SG. Red oxide paint is not acceptable.

2.3 SHOP ASSEMBLY - FABRICATION

A. General

1. Do not fabricate until shop drawings have been reviewed.

2. Fabricate and assemble steel in shop to greatest extent possible. Fabricate items and assemblies in accordance with AISC Specifications and the shop drawings. Properly mark members for field assembly.

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 City of New York's Special Inspection lab that surface meets the required preparation.

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. Cut, drill, flame cut, or punch holes perpendicular to metal surfaces. Method of cutting must not produce a roughness of over 1000 microinches. Surfaces exceeding these limits must be repaired by machine grinding. Reinforce all openings with steel shapes as shown on shop drawings.

2.4 SHOP PAINTING

A. General

Apply one shop coat of primer paint on structural steel except as follows:

1. 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.

2. Top flanges of structural steel members requiring stud shear connectors or supporting metal deck.

3. Contact surfaces of structural steel that are to be bolted or welded together and surfaces within 2" of field welds.

4. 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 steel work not to be painted (except steel work to be galvanized) in accordance with SSPC-SP2.

3. Clean new steel work to be painted within the same day as it will be applied and in accordance with SSPC-SP3 for interior steel and SSPC-SP6 for exterior steel.

C. Shop Coat

1. Apply structural steel primer paint for interior application at a rate to provide dry film thickness of 2.0 to 3.5 mils. Apply primer paint for embedded in exterior masonry wall and exterior application at a rate to provide dry film thickness of 7.0 to 9.0 mils. Provide full coverage of joints, corners, edges, and exposed surfaces. 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.

2. Apply second coat of the approved primer, in a darker shade, to surfaces inaccessible to painting after assembly or erection.

3. Protect machined surfaces with an approved rust-inhibiting coating that is readily removable prior to erection.

2.5 SOURCE QUALITY CONTROL

A. Testing

1. General

a. Structural steel work is subject to all tests required by the Special Inspection requirements of the 2008 NYC Building Code.

b. Cooperate with the Testing Laboratory in making all required tests.

2. Tests: To be performed by the City of New York's 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 non-destructive tests if necessary or as required by the Special Inspector.

B. Inspection

1. Testing Laboratory

   a. The City of New York will engage a Testing Laboratory or 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 and metal deck 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

   The Commissioner will assign, under the requirements of Section BC 1704.3 of the 2008 NYC Building Code, a Special Inspector to supervise the Work listed above under "Testing Laboratory".

3. Notification: Notify the Commissioner 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 the Commissioner shall direct.

5. Reports: Shop and field reports, including shipments, will be submitted by the Testing Laboratory to the Commissioner as the work proceeds at the shop or job site. A final report will be submitted by the Testing Laboratory 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 the Commissioner 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 Section BC 2205.6.4 of the 2008 NYC Building Code and Section 1.25 of AISC 335.

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 steel work 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 the Commissioner.

5. Employ a Licensed Professional Engineer and Land Surveyor to ensure accurate erection of the steel.

6. Do not alter or cut structural members without written approval of the Engineer of Record. Flame cutting in field of members to correct fabrication errors is to be avoided and to be done only upon approval of the Engineer of Record based on the method proposed. Roughness cannot exceed 1000 microinches. Repair of surfaces shall be by mechanical grinding.

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. Fill erection bolt-holes on exposed to view members with plug welds and grind smooth.

C. Anchor Bolts

1. Furnish to the concrete masons anchor bolts and other connectors required for securing structural steel to cast-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. For expansion/adhesive anchors used as anchor bolts, drill holes of depth and size required by the manufacturer for the required loading. Have bolt manufacturer perform pullout test to verify capacity prior to final approval.

3. 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. Tighten expansion bolts/anchors to torque required by manufacturer.

D. Base 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. Plates are to have grout holes, 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. 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 C827.

4. Grout shall be as manufactured by:

   a. SikaGrout 212 by Sika Corp.

   b. Dry Pack Grout and NS Grout by Euclid Chemical Company.

   c. "Five Star Grout" by U.S. Grout Corp.

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 structure within specified AISC 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 between new steel members will typically be bolted unless otherwise indicated on Drawings. Connections made to existing steel shall be welded utilizing E7018 electrode. Follow preheat and interpass temperature requirements given in AWS.

   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. Where connections are to be made to the vertical face of existing concrete, drill holes to the proper diameter and depth required for installation of expansion/ adhesive anchors and install the anchors as per manufacturer's instructions. Tighten to the torque values specified by the manufacturer. Attach plates flush with concrete surfaces after the surfaces have been cleaned. Have bolt manufacturer perform pullout test to verify capacity and quality of substrate prior to final approval.

2. Holes

a. The size of bolt holes 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. Lintels

Erect all exterior steel lintels and relieving angles, connecting steel to members using new clip angles, or other structural member required to match the existing conditions.

H. Field Touch-Up

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 same paint to same thickness as the shop coat. These areas shall be thoroughly cleaned of rust and other bond inhibiting materials before applying the touch-up paint. Paint all existing steel using the high-solids epoxy specified in Part

2. Finish painting for all exterior ferrous metals shall be as follows:

a. 1st Coat - Touch up with epoxy Polyamide Paint

b. 2nd Coat - Polyamide Epoxy Paint applied at the rate of 4.0 to 6.0Mils DFT. SSPC-PS Guide 13.01.

c. 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.

3.3 TOLERANCES

A. Erection tolerances shall be in accordance with "Code of Standard Practice for Steel Buildings and Bridges".

3.4 FIELD QUALITY CONTROL

A. Cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing.

B. The Special Inspector will review erection of structural framework and test field bolting and welding as listed in Part 2 of this Section.

C. The Contractor shall engage an engineer licensed in the state of New York to check tolerances and inspect the erection.

3.5 CLEANING

A. Structural steel or portions of such to receive sprayed fireproofing shall be clean of dust, grease, oils, loose material, and any other matter which would impair the adhesion of the fireproofing material to the steel.

END OF SECTION 05 12 00

SECTION 05 50 00

METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous steel framing and supports.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Steel framing and supports.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

1. Size of Channels: As indicated.

2. Material: Galvanized steel, ASTM A 653/A 653M, structural steel, Grade 33, with G90 coating; nominal thickness.

2.2 FASTENERS

A. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

B. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

2.3 MISCELLANEOUS MATERIALS

A. Low-Emitting Materials: Paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.

C. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.

E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.6 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

2.7 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05 50 00

SECTION 05 58 19

HEATING UNIT COVERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes heating unit enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including finishing materials.

B. Shop Drawings: Show fabrication and installation details for heating unit enclosures.

C. Samples: For each type of exposed finish required, prepared on 6-inch- square Samples of metal of same thickness and material indicated for the Work.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For heating unit enclosures. Show dimensions of heating units, including locations of housing penetrations and attachments, and necessary clearances.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Heating unit enclosures shall withstand the effects of gravity loads and the following loads and stresses without exceeding the allowable design working stress of materials involved and without exhibiting permanent deformation in any components:

1. Live Loads: 100 lbf/sq. ft. or a concentrated load of 300 lbf on an area of 4 sq. in., whichever produces the greater stress.

2.2 HEATING UNIT ENCLOSURES

A. Fabricate heating unit enclosures from metal of type and thickness indicated below:

1. Galvanized-Steel Sheet:

a. Framing: 0.108 inch.

b. Front Panels and Bases: 0.064 inch.

c. Concealed Panels and Trim: 0.040 inch.

d. Finish: Powder coat.

B. Incorporate stiffeners or laminated backing using noncombustible materials as needed for strength and rigidity.

1. Coat concealed faces of metal panels more than 6 inches wide with a heavy coating of sound-deadening mastic applied at the minimum rate of 20 sq. ft./gal..

C. Incorporate removable tops and fronts where indicated or needed for access to heating units and to piping, ductwork, controls, and electrical service.

2.3 SHEET METAL

A. Fabricate units from sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view on finished units.

B. Galvanized-Steel Sheet: ASTM A 653/A 653M, G90 coating, either commercial steel or forming steel.

2.4 MISCELLANEOUS MATERIALS

A. Gaskets: As required to seal joints in heating unit enclosures; as recommended in writing by heating unit enclosure manufacturer.

B. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded and as necessary for strength, corrosion resistance, and compatibility in fabricated items.

C. Fasteners: Fabricated from same basic metal and alloy as fastened metal unless otherwise indicated. Do not use metals that are incompatible with materials joined.

1. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.

D. Sound-Deadening Materials:

1. Mastic: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

E. Isolation Coating: Manufacturer's standard alkali-resistant coating.

2.5 PAINTS AND COATINGS

A. Low-Emitting Materials: Paints and coatings applied to interior decorative formed metal items shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Shop Primers: Comply with Section 09 91 23 "Interior Painting."

E. Universal Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

F. Shop Primer for Galvanized Steel: Water-based galvanized metal primer complying with MPI#134.

G. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble heating unit enclosures in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

B. Fold back exposed edges of unsupported sheet metal to form a 1/2-inch- wide hem on the concealed side, or ease edges to a radius of approximately 1/32 inch and support with concealed stiffeners.

C. Increase metal thickness or reinforce with concealed stiffeners, backing materials, or both, as needed to provide surface flatness equivalent to stretcher-leveled standard of flatness and sufficient strength for indicated use.

1. Support joints with concealed stiffeners as needed to hold exposed faces of adjoining sheets in flush alignment.

D. Where welding is indicated, weld joints and seams continuously. Grind, fill, and dress to produce smooth, flush, exposed surfaces in which joints are not visible after finishing is completed.

2.7 GALVANIZED-STEEL SHEET FINISHES

A. Preparing Galvanized Items for Factory Priming: Thoroughly clean galvanized decorative formed metal of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.

B. Preparing Galvanized Items for Factory Finishing: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it.

C. Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard thermosetting polyester or acrylic urethane powder coating with cured-film thickness not

less than 1.5 mils. Prepare, treat, and coat metal to comply with resin manufacturer's written instructions.

1. Color and Gloss: As selected by Commissioner from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Locate and place heating unit enclosures level and plumb and in alignment with adjacent construction. Perform cutting, drilling, and fitting required to install heating unit enclosures.

B. Use concealed anchorages where possible.

C. Form tight joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers as indicated.

D. Install concealed gaskets, joint fillers, sealants, and insulation, as the Work progresses.

E. Corrosion Protection: Apply bituminous paint or other permanent separation materials on concealed surfaces where metals would otherwise be in direct contact with substrate materials that are incompatible or could result in corrosion or deterioration of either material or finish.

F. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

END OF SECTION 05 58 19

SECTION 05 73 00

DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper-alloy decorative pipe guard railings (bronze).

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of railings assembled from standard components.

2. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, and attachment details.

C. Samples: For each type of exposed finish required.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

C. Preconstruction test reports.

D. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.4 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

1. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Copper-Alloy Decorative Railings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Blum, Julius & Co., Inc.

b. Braun, J. G., Company; The Wagner Companies.

c. Livers Bronze Co.

d. Wagner, R & B, Inc.

B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics.

1. Do not modify intended aesthetic effects, as judged solely by the Commissioner except with Commissioner's approval.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Rails of Guards:

a. Uniform load of 50 lbf/ft. applied in any direction.

b. Concentrated load of 200 lbf applied in any direction.

c. Uniform and concentrated loads need not be assumed to act concurrently.

2.3 METALS, GENERAL

A. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.

2.4 COPPER ALLOYS

A. Copper and Copper Alloys, General: Provide alloys indicated and with temper to suit application and forming methods, but with strength and stiffness not less than Temper H01 (quarter hard) for plate, sheet, strip, and bars and Temper H55 (light drawn) for tube and pipe.

B. Seamless Pipe, Bronze: ASTM B 43, Alloy UNS C23000 (red brass, 85 percent copper).

C. Plate, Sheet, Strip, and Bars; Bronze: ASTM B 36/B 36M, Alloy UNS C28000 (muntz metal, 60 percent copper).

2.5 FASTENERS

A. Fastener Materials: Unless otherwise indicated, provide the following:

1. Copper-Alloy (Bronze) Components: Silicon bronze (Alloy 651 or Alloy 655) fasteners where concealed; muntz metal (Alloy 280) fasteners where exposed.

B. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.

2.6 MISCELLANEOUS MATERIALS

A. Lacquer for Copper Alloys: Clear acrylic lacquer specially developed for coating copper-alloy products.

2.7 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Connections: Fabricate railings with nonwelded connections unless otherwise indicated.

C. Brazed Connections: Connect copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.

1. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.

D. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

E. Form changes in direction by bending or by inserting prefabricated elbow fittings.

F. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

G. Close exposed ends of hollow railing members with prefabricated end fittings.

H. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.

I. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

2.8 COPPER-ALLOY FINISHES

A. Buffed Finish, Lacquered: M21-O6x (Mechanical Finish: buffed, smooth specular; Coating: clear organic, air dried, as specified below).

1. Clear, Organic Coating: Lacquer specified for copper alloys, applied by air spray in two coats per manufacturer's written instructions, with interim drying, to a total thickness of 1 mil.

B. Medium-Satin Finish, Lacquered: M32-O6x (Mechanical Finish: directionally textured, medium satin; Coating: clear, organic, air dried, as specified below).

1. Clear, Organic Coating: Lacquer specified for copper alloys, applied by air spray in two coats per manufacturer's written instructions, with interim drying, to a total thickness of 1 mil.

C. Statuary Conversion Coating over Satin Finish: M31-C55 with color matching Commissioner's sample.

D. Patina Conversion Coating: M36-C12-C52 (Mechanical Finish: directionally textured, uniform; Chemical Finish: nonetched cleaned, degreased; Chemical Finish: conversion coating, ammonium sulfate), with color matching Commissioner's sample.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Set posts plumb within a tolerance of 1/16 inch in 3 feet.

2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat concealed surfaces of copper alloys that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

D. Anchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members.

E. Anchor railing ends to concrete and masonry with flanges connected to railing ends and anchored to wall construction with anchors and bolts.

F. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

END OF SECTION 05 73 00

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SECTION 05 75 00

DECORATIVE FORMED METAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Custom CPU enclosures kiosk.

1.2 COORDINATION

A. Coordinate installation of anchorages for decorative formed metal items. Furnish setting drawings, templates, and directions for installing anchorages, into existing wall/partition. Deliver items to Project site in time for installation.

B. Coordinate installation of decorative formed metal with adjacent construction to ensure that wall assemblies, are protected against damage from installation of kiosk units

1.3 PRE-INSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including finishing materials.

B. Shop Drawings: Show fabrication and installation details for decorative formed metal.

1. Include plans, elevations, component details, and attachment details.

2. Indicate materials and profiles of each decorative formed metal member, fittings, joinery, finishes, fasteners, anchorages, and accessory items.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required, prepared on 6-inch-square. Samples of metal of same thickness and material indicated for the Work.

E. Mockups: Prior to fabrication build full size sample to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

1. Build mockups for the types of decorative formed metal with finish to be used in fabrication.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion and acceptable to Owner.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For decorative formed metal elements that house items indicated on drawings. Show dimensions of housed items, including locations of housing penetrations and attachments, and necessary clearances.

B. Qualification Data: For Installer, fabricator, organic-coating applicator, powder-coating applicator.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For statuary conversion coating copper-alloy finish to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing decorative formed metal similar to that indicated for this Project and with a record of successful in-service performance as well as sufficient production capacity to produce required units.

B. Organic-Coating Applicator Qualifications: A firm experienced in successfully applying organic coatings of type indicated to metals of types indicated and that employs competent control personnel to conduct continuing, effective quality-control program to ensure compliance with requirements.

C. Powder-Coating Applicator Qualifications: A firm experienced in successfully applying powder coatings of type indicated to metals of types indicated and that employs competent control personnel to conduct continuing, effective quality-control program to ensure compliance with requirements.

D. Installer Qualifications: Fabricator of products.

E. The Contractor or Sub-contractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

F. The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver decorative formed metal products wrapped in protective coverings and strapped together in suitable packs or in heavy-duty cartons. Remove protective coverings before they stain or bond to finished surfaces.

B. Store products on elevated platforms in a dry location.

1.9 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, columns, beams, and other construction contiguous with decorative formed metal by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Decorative Formed Metal: Subject to compliance with requirements, provide products by one of the following:

1. Metalworks, Inc.
2. Milgo Bufkin
3. Product and Design
4. Material Process Systems, Inc.
5. Kammetal
6. Or approved equal.

2.2 SHEET METAL

A. General: Fabricate products from sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view on finished units.

B. Steel Sheet: Uncoated, cold-rolled, ASTM A 1008/A 1008M, commercial steel, exposed or electrolytic zinc-coated, ASTM A 879/A 879M, with steel sheet substrate complying with ASTM A 1008/A 1008M, commercial steel, exposed.

C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, stretcher-leveled standard of flatness.

2.3 MISCELLANEOUS MATERIALS

A. Gaskets: As required to seal joints in decorative formed metal and remain; as recommended in writing by decorative formed metal manufacturer.

1. ASTM D 1056, Type 1, Class A, grade as recommended by gasket manufacturer to obtain seal for application indicated.

2. Closed-cell polyurethane foam, adhesive on two sides, release paper protected.

B. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as necessary for strength, corrosion resistance, and compatibility in fabricated items.

C. Fasteners: Fabricated from same basic metal and alloy as fastened metal unless otherwise indicated. Do not use metals that are incompatible with materials joined.

1. Provide concealed fasteners for interconnecting decorative formed metal items and for attaching them to other work unless otherwise indicated exposed fasteners are unavoidable or are the standard fastening method.

2. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.

D. Anchor Materials:

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

E. Backing Materials: Provided or recommended by decorative formed metal manufacturer.

F. Isolation Coating: Manufacturer's standard alkali-resistant coating or epoxy coating.

G. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.

2.4 HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with metal architectural cabinets.

B. Access Door Panel Locks: BHMA A156.11, E07121.

C. Piano Hinged Doors: Surface concealed hinges and reinforce with angles welded inside inner pans at hinge edge.

2.5 PAINTS AND COATINGS

A. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble decorative formed metal items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

B. Coordinate dimensions and attachment methods of decorative formed metal items with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.

C. Form metal to profiles indicated, in maximum lengths to minimize joints. Produce flat, flush surfaces without cracking or grain separation at bends. Fold back exposed edges of unsupported sheet metal to form a 1/2-inch- wide hem on the concealed side, or ease edges to a radius of approximately 1/32 inch and support with concealed stiffeners.

D. Increase metal thickness or reinforce with concealed stiffeners, backing materials, or both, as needed to provide surface flatness equivalent to stretcher-leveled standard of flatness and sufficient strength for indicated use.

1. Support joints with concealed stiffeners as needed to hold exposed faces of adjoining sheets in flush alignment.

E. Build in plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce decorative formed metal items as needed to attach and support other construction.

F. Provide support framing, mounting and attachment clips, fasteners, and accessories needed to install decorative formed metal items.

G. Where welding or brazing is indicated, weld or braze joints and seams continuously. Grind, fill, and dress to produce smooth, flush, exposed surfaces in which joints are not visible after finishing is completed.

2.7 CPU ENCLOSURES KIOSK

A. Form CPU enclosures from metal of type and thickness indicated below. Coordinate size of enclosures, location of cutouts, and method of attachment to adjoining construction.

1. Fabricate metal box with vent perforation in top and bottom of formed steel box and perforated supporting tray as indicated on drawings.

2. Fabricate front panel from stainless steel sheet with cut opening to fit CPU screen.

B. Steel Sheet: 0.0598-inch

1. Finish: Powder coat.

C. Galvanized-Steel Sheet: 0.0598-inch.

1. Finish: Powder coat.

D. Stainless-Steel Sheet: 0.062 inch.

1. Finish: No. 4.

2.8 GENERAL FINISH REQUIREMENTS

A. Complete mechanical finishes of flat sheet metal surfaces before fabrication where possible. After fabrication, finish all joints, bends, abrasions, and other surface blemishes to match sheet finish.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.

D. Finish items indicated on Drawings after assembly.

E. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast

2.9 STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."

B. Pretreatment: Immediately after cleaning, apply a conversion coating of type suited to organic coating.

C. Powder-Coat Finish: Immediately after cleaning and pretreating, apply manufacturer's standard thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils. Prepare, treat, and coat metal to comply with resin manufacturer's written instructions.

1. Color and Gloss: Black, semigloss.

2.10 STAINLESS-STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Directional Satin Finish: No. 4.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of decorative formed metal.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Locate and place decorative formed assembly metal items level and plumb and in alignment with adjacent construction. Perform cutting, drilling, and fitting required to install decorative formed metal.

1. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.

B. Form tight joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers as indicated.

C. Install concealed gaskets, joint fillers, insulation, sealants, and flashings, as the Work progresses, to make exterior decorative formed metal items weatherproof.

D. Install concealed gaskets, joint fillers, sealants, and insulation, as the Work progresses, to make interior decorative formed metal items soundproof or lightproof as applicable to type of fabrication indicated.

E. Corrosion Protection: Apply bituminous paint or other permanent separation materials on concealed surfaces where metals would otherwise be in direct contact with substrate materials that are incompatible or could result in corrosion or deterioration of either material or finish.

3.3 ADJUSTING AND CLEANING

A. Unless otherwise indicated, clean metals by washing thoroughly with water and soap, rinsing with clean water, and drying with soft cloths.

B. Clean copper alloys according to metal finisher's written instructions in a manner that leaves an undamaged and uniform finish matching approved Sample.

C. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

D. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

3.4 PROTECTION

A. Protect finishes of decorative formed metal items from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

END OF SECTION 05 75 00

SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood blocking and nailers.
2. Wood furring.
3. Utility shelving.
4. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.

3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood sills, blocking, furring, and similar concealed members in contact with masonry or concrete.

2. Wood framing and furring attached directly to the interior of masonry or concrete walls.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

2. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

C. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

D. Application: Treat items indicated on Drawings, and the following:

1. Concealed blocking.

2. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Construction, Stud, or No. 2 grade of any species.

B. Other Framing: Construction, Stud, or No. 2 grade and the following species:

1. Hem-fir (north); NLGA.

2. Southern pine; SPIB.

3. Douglas fir-larch; WCLIB or WWPA.

4. Mixed southern pine; SPIB.

5. Spruce-pine-fir; NLGA.

6. Douglas fir-south; WWPA.

7. Hem-fir; WCLIB or WWPA.

8. Douglas fir-larch (north); NLGA.

9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.5 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.

2. Nailers.

3. Furring.

4. Utility shelving.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.

C. For utility shelving, provide lumber with 19 percent maximum moisture content of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or No. 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.

D. For concealed boards, provide lumber with 19 percent maximum moisture content and the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.

2. Eastern softwoods, No. 2 Common grade; NELMA.

3. Northern species, No. 2 Common grade; NLGA.

4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

2.6 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, C-C Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than nominal thickness.

1. Plywood shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.7 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Power-Driven Fasteners: NES NER-272.

C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit.

B. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

C. Do not splice structural members between supports unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 53

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SECTION 06 41 13

WOOD-VENEER-FACED ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Architectural wood cabinets.
2. Architectural wood paneling at transaction counter.
3. Wood furring, blocking, shims, and hanging strips for installing architectural wood cabinets unless concealed within other construction before cabinet installation.
4. Shop finishing of architectural wood cabinets.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including panel products cabinet hardware and accessories and finishing materials and processes.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

C. Samples:

1. Lumber for transparent finish, for each species and cut, finished on one side and one edge.
2. Veneer leaves representative of and selected from flitches to be used for transparent-finished cabinets.
3. Lumber and panel products with shop-applied opaque finish, for each finish system and color, with exposed surface finished.
4. Thermoset decorative panels, for each color, pattern, and surface finish.
5. Exposed cabinet hardware and accessories, one unit for each type and finish.

1.3 INFORMATIONAL SUBMITTALS

A. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Certified participant in AWI's Quality Certification Program.

B. Installer Qualifications: Fabricator of products.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOOD CABINETS, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural wood cabinets indicated for construction, finishes, installation, and other requirements.

2.2 WOOD CABINETS FOR TRANSPARENT FINISH

A. Grade: Premium.

B. Type of Construction: Frameless.

C. Cabinet and Door and Drawer Front Interface Style: Flush overlay.

D. Reveal Dimension: As indicated.

E. Wood for Exposed Surfaces: As indicated.

1. Species: Walnut.

2. Cut: Quarter cut/quarter sawn.

3. Grain Direction: Vertically for drawer fronts, doors, and fixed panels, unless otherwise indicated.

4. Matching of Veneer Leaves: Book match.

5. Veneer Matching within Panel Face: Center-balance match.

F. Semiexposed Surfaces: Provide surface materials indicated below:

1. Surfaces Other Than Drawer Bodies: Same species and cut indicated for exposed surfaces.

2. Drawer Subfronts, Backs, and Sides: [Solid-hardwood lumber, same species indicated for exposed surfaces].

3. Drawer Bottoms: Thermoset decorative panels.

G. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.

2.3 FLUSH WOOD PANELING (WOOD-VENEER WALL SURFACING)

A. Grade: Premium.

B. Wood Species and Cut: Walnut.

1. Cut: Quarter cut/quarter sawn.

2. Grain Direction: Vertically, unless otherwise indicated.

3. Matching of Veneer Leaves: Book match.

4. Veneer Matching within Panel Face: Center-balance match.

C. Panel-Matching Method: No matching is required between panels. Select and arrange panels for similarity of grain pattern and color between adjacent panels.

D. Panel-Matching Method: Premanufactured panel sets used full width within each separate area.

E. Panel Core Construction: Hardwood veneer-core plywood or Particleboard or medium-density fiberboard.

1. Thickness: As indicated.

F. Exposed Panel Edges: As indicated.

G. Panel Reveals: As indicated.

2.4 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 5 to 10 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.

2. Softwood Plywood: DOC PS 1, medium-density overlay.

3. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

   a. Manufacturer: kd North America, Inc

   b. KronoSpan

   c. SpecTrim

   d. Or approved equal

2.5 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets

B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 170 degrees of opening.

C. Back-Mounted Pulls: BHMA A156.9, B02011.

D. Catches: Magnetic catches, BHMA A156.9, B03141.

E. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081

F. Drawer Pulls: As indicated on drawings.

G. Shelf Rests: BHMA A156.9, B04013; metal

H. Drawer Slides: BHMA A156.9.

   1. Grade 1 : Side mounted; full-extension type; zinc-plated steel with polymer rollers.

   2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.

I. Door Locks: BHMA A156.11, E07121.

J. Drawer Locks: BHMA A156.11, E07041.

K. Door and Drawer Silencers: BHMA A156.16, L03011.

L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated as selected by Commissioner.

2.6 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

2.7 FABRICATION

A. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

2.8 SHOP FINISHING

A. General: Finish architectural wood cabinets at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.

B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural wood cabinets, as applicable to each unit of work.

1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of cabinets.

C. Transparent Finish:

1. Grade: Premium.

2. Finish: System As selected by Commissioner.

3. Staining: Match approved sample for color.

4. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.

5. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

C. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

D. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.

2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish or toggle bolts through metal backing or metal framing behind wall finish.

F. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

G. Install paneling level, plumb, true, and straight with no distortions. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches. Install with no more than 1/16 inch in 96-inch vertical cup or bow and 1/8 inch in 96-inch horizontal variation from a true plane.

1. For flush paneling with revealed joints, install with variations in reveal width, alignment of top and bottom edges, and flushness between adjacent panels not exceeding 1/32 inch.

H. Anchor paneling to supporting substrate with concealed panel-hanger clips. Do not use face fastening unless.

END OF SECTION 06 41 13

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SECTION 06 41 16

PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-faced architectural cabinets.

2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:

1. Section 12 36 23"Plastic-Laminate-Clad Countertops."

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including panel products, high-pressure decorative laminate, adhesive for bonding plastic laminate, fire-retardant-treated materials and cabinet hardware and accessories.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

C. Samples:

1. Plastic laminates, for each color, pattern, and surface finish.

1.3 INFORMATIONAL SUBMITTALS

A. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of products.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

B. Grade: Premium.

C. Type of Construction: Frameless.

D. Cabinet, Door, and Drawer Front Interface Style: Flush overlay.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Abet Laminati, Inc.

b. Formica Corporation.

c. Lamin-Art, Inc.

d. Panolam Industries International, Inc.

e. Wilsonart International; Div. of Premark International, Inc.

F. Laminate Cladding for Exposed Surfaces:

1. Horizontal Surfaces: Grade HGS.

2. Vertical Surfaces: Grade HGS.

3. Pattern Direction: As indicated.

G. Materials for Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.

2. Drawer Sides and Backs: Solid-hardwood lumber.

3. Drawer Bottoms: Hardwood plywood.

H. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.

I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. Match Commissioner's sample.

a. Solid colors, matte finish.

b. Patterns, matte finish.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 5 to 10 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.

2. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

1. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front

not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.

2.4 CABINET HARDWARE AND ACCESSORIES

A. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening.

B. Back-Mounted Pulls: BHMA A156.9, B02011.

C. Catches: Magnetic catches, BHMA A156.9, B03141.

D. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081

E. Shelf Rests: BHMA A156.9, B04013; metal.

F. Drawer Slides: BHMA A156.9.

1. Grade 1 and Grade 2: Side mounted full-extension type; epoxy-coated steel with polymer rollers.

2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-overtravel-extension type; zinc-plated-steel ball-bearing slides.

3. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 1.

4. For drawers more than 3 inches high but not more than 6 inches high and not more than 24 inches wide, provide Grade 1HD-100.

5. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-100.

G. Drawer Locks: BHMA A156.11, E07041.

H. Door and Drawer Silencers: BHMA A156.16, L03011.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.

2. Bright Chromium Plated: BHMA 625 for brass or bronze base; BHMA 651 for steel base.

3. Satin Stainless Steel: BHMA 630.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber or Fire-retardant-treated softwood lumber when required by code, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

2.6 FABRICATION

A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

C. Install glass to comply with applicable requirements in Section 08 80 00 "Glazing" and in GANA's "Glazing Manual." For glass in wood frames, secure glass with removable stops.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

C. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

D. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.

2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c.

END OF SECTION 06 41 16

SECTION 06 61 16

SOLID SURFACING FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid-surface-material countertops, backsplashes.
2. Solid-surface-material paneling at transaction center area counters and face panels

1.2 ACTION SUBMITTALS

A. Product Data: For countertop materials and sinks.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

C. Samples: For each type of material exposed to view.

PART 2 - PRODUCTS

2.1 SOLID SURFACE MATERIALS

A. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, and touch sanded.

B. Adhesives: Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Solid Surface Material: Homogeneous solid sheets of filled plastic resin complying with ANSI SS1.

1. Subject to compliance with requirements, provide products by one of the following:

a. Wilsonart International.

b. E. I. du Pont de Nemours and Company.

c. Formica Corporation.

2. Type: Provide Standard Type or Veneer Type made from material complying with requirements for Standard Type, as indicated unless Special Purpose Type is indicated.

3. Colors and Patterns: As indicated by manufacturer's designations on drawings.

D. Adhesives: Adhesives shall not contain urea formaldehyde.

2.2 SOLID-SURFACE-MATERIAL COUNTERTOPS

A. Configuration: Provide countertops with the following front and backsplash style:

1. Front: Straight, slightly eased at top.

2. Backsplash: Straight, slightly eased at corner.

3. Endsplash: Matching backsplash.

B. Countertops: 1/2-inch- thick, solid surface material with front edge built up with same material.

C. Backsplashes: 1/2-inch- thick, solid surface material.

D. Fabrication: Fabricate tops in one piece with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid-surface-material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

2.3 SOLID-SURFACE-MATERIAL TRANSACTION COUNTERS

A. Configuration: Provide countertops with the following front and backsplash style:

1. Front: Straight, slightly eased at top.

B. Countertops: 1/2-inch- thick, solid surface material with straight, slightly eased at top front edge.

C. Fabrication: Fabricate tops in one piece with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid-surface-material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

END OF SECTION 06 61 16

SECTION 06 65 50

SOLID POLYMER FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Solid Polymer Fabrications in Vertical Applications

B. This Section includes the following:

1. Wall Cladding

C. The extent of Solid Polymer Fabrications is shown on the drawings.

1.2 SUBMITTALS

A. Product Data: Indicate product description, fabrication information, and compliance with specified performance requirements.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Indicate: Product, Décor, Dimensions, Thickness, and texture(s).

C. Samples for Initial Selection:

1. Submit minimum 2 inch by 2-inch samples.

2. Indicate decor and pattern variation.

3. Approved samples will be retained as standards for work.

D. Samples for Verification:

1. Submit minimum 8 inch by 10-inch sample for each type, texture, pattern and color of solid polymer.

E. Maintenance Data: Submit manufacturer's care and maintenance data, including care, repair and cleaning instructions. Include in Project closeout documents.

1.3 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide original fire test reports to ensure compliance with the following requirements:

1. Rate of Burning:

a. ASTM D635 Class: CC1for a nominal thickness of 1.5 mm (0.060 in.) on Lumiform (PETG products).

b. ASTM D635 Class: C2 or CC2 rating on Lumiclear and Lumiguard (Acrylic products).

2. Self-Ignition Temperature:

a. ASTM D1929: greater than 650°F

3. Density of Smoke:

a. ASTM D2843: Less than 75%

4. Flammability Classification:

a. ASTM E-84/UL 723: Smoke less than 450, Flame spread less than 75.

B. Impact Resistance: Provide Solid Polymer Fabrications that comply with the following requirements:
Lumicor (Acrylic products)

1. Impact Strength, Un-notched (23°), ASTM D4812: No breakage

2. Impact Strength, Notched (23°), ASTM D256: 0.4 ft – lbs/in

C. Allowable Tolerances:

1. Maximum deflection: 1/16" over 12"

D. Mockups: Build mockups to verify selections made under sample Submittals and to demonstrate aesthetic effects.

1. Build mockup of Solid Polymer Fabrication.

2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver no components to project site until areas are ready for installation

B. Handle materials to prevent damage to finished surfaces and edges.

C. Keep protective masking in place white fabricating.

D. Provide protective coverings to prevent damage or staining following installation for duration of project.

E. Store components on edge, fully supported at 10 off vertical, indoors where atmospheric conditions are controlled to avoid temperature extremes and exposure to ultraviolet light and moisture.

F. Follow Manufactures recommendations for storage and handling.

G. Before installing Solid Polymer Fabrications, permit them to reach room temperature.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Do not install Solid Polymer Fabrications until spaces are enclosed and weatherproof, and ambient temperatures and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.6 WARRANTY

A. Provide manufacturers 1 year warranty against defects in materials. Warranty shall provide material to repair, or replace, defective materials. Damage caused by physical or chemical abuse, or exposure to high heat will not be warranted.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Specified Product: Arana Blanco by Lumicor, Inc. or products from other manufacturers:

1. 3 Form, Inc.

2. Christalis by Duraglas Inc.

B. Material: Acrylic or PETG with embedding fabrics, metals, natural foliage, wood veneers, and assorted additional core elements.

1. Material shall have minimum performance properties as described below.

2. Sheet Size: Standard 4' x 8', custom 5' x 10' décor specific.

3. Thickness: Minimum 1/16" up to 1"

4. Superficial damage to a depth of 0.010" (.25mm) shall be considered repairable by sanding and polishing

C. Description:

1. Minimum Lumicor material 3/16", cut to size, edge sealed per Lumicor Fabrication Guide.

2.2 MATERIALS

A. Interlayer Materials: Compatible with Polyester and bonding process to create a monolithic sheet of material when complete.

2.3 FABRICATION

A. General: Fabricate Solid Polymer Fabrications to designs, sizes and thicknesses indicated and to comply with indicated standards. Sizes, profiles and other characteristics are indicated on the drawings.

B. Comply with manufacturer's written recommendations for fabrication.

C. Machining: Acceptable means of machining are listed below. Ensure that material is not chipped or warped by machining operations.

1. Sawing: Select equipment and blades suitable for type of cut required.
2. Drilling: Drills specifically designed for use with plastic products.
3. Milling: Climb cut where possible.
4. Routing
5. Tapping
6. Shearing and Punching: Acceptable only on 1/16" material.
7. Die Cutting: Acceptable only on material 1/8" or less.

D. Laminating: Laminate to substrates indicated using adhesives and techniques recommended by manufacturer.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide products of material, size, and shape required for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaner: Type recommended by manufacturer.

C. Fasteners: Use screws designed specifically for plastics. Self-threading screws are acceptable for permanent installations. Provide threaded metal or nylon inserts for applications requiring frequent disassembly such as light fixtures.

D. Bonding Cements: Solvent or adhesives, suitable for use with product and application.

E. Drilled Panel Wall Anchors: As provided by Lumicor. Provide extensions to accommodate thicknesses scheduled or illustrated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where installation of Solid Polymer Fabrications will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for installation and comply with requirements specified.

3.2 INSTALLATION

A. General: Comply with manufacturer's written instructions for the installation of Solid Polymer Fabrications.

B. Shop fabricates items to the greatest degree possible.

C. Utilize fasteners, adhesives and bonding agents recommended by manufacturer for type of installation indicated. Material that is chipped, warped, hazed or discolored as a result of installation or fabrication methods will be rejected.

D. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.

E. Form field joints using manufacturer's recommended procedures. Locate seams in panels so that they are not directly in line with seams in substrates.

F. Adhere sinks and lavatory bowls to tops using manufacturer's recommended procedures.

3.3 CLEANING AND PROTECTION

A. Protect surfaces from damage until date of substantial completion. Repair work or replace damaged work, which cannot be repaired to Architect's satisfaction.

PRODUCT DATA SHEET 1 - Solid Polymer Fabrication #1 (SPF-1)

Product:	Natural
Color:	Arana Blanco
Gauge:	As required to meet deflection requirements
Surface Finish:	L-Satin
Expansion/Contraction Allowance:	
Edge Seal:	Required
Orientation:	Vertical

END OF SECTION 06 65 50

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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6/20/2014

SECTION 07 84 13

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Penetrations in fire-resistance-rated walls.

2. Penetrations in horizontal assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.

1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection Commissioner as an engineering judgment or equivalent fire-resistance-rated assembly.

1.3 INFORMATIONAL SUBMITTALS

A. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.

B. Product test reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:

1. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.

2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems bearing marking of qualified testing and inspection agency.

C. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Grace Construction Products.
2. Hilti, Inc.
3. Johns Manville.
4. 3M Fire Protection Products.

2.2 PENETRATION FIRESTOPPING

A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

B. Penetrations in Fire-Resistance-Rated Walls: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

C. Penetrations in Horizontal Assemblies: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
2. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.

D. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

E. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.

3. Sealant Primers for Porous Substrates: 775 g/L.

F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.

D. Install fill materials for firestopping by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.

3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.2 IDENTIFICATION

A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."

2. Contractor's name, address, and phone number.

3. Designation of applicable testing and inspecting agency.

4. Date of installation.

5. Manufacturer's name.

6. Installer's name.

3.3 FIELD QUALITY CONTROL

A. Commissioner will engage a qualified testing agency to perform tests and inspections.

B. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.

C. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION 07 84 13

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Mildew-resistant joint sealants.
4. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample warranties.

1.5 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Architectural sealants shall have a VOC content of 250 g/L or less.

2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.

B. Colors of Exposed Joint Sealants: As selected by the Commissioner from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Dow Corning Corporation; 799.

b. GE Advanced Materials - Silicones; UltraGlaze SSG4000.

c. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.

d. Tremco Incorporated; Tremsil 600.

2.3 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Dow Corning Corporation; 786 Mildew Resistant.
   b. GE Advanced Materials - Silicones; Sanitary SCS1700.
   c. Tremco Incorporated; Tremsil 200 Sanitary.

2.4 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Bostik, Inc.; Chem-Calk 600.
   b. Pecora Corporation; AC-20+.
   c. Tremco Incorporated; Tremflex 834.

2.5 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, 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.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.6 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.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove laitance and form-release agents from concrete.

2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

END OF SECTION 07 92 00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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DOOR HARDWARE SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section references specification sections relating to commercial door hardware for the following:

1. Swinging doors.
2. Sliding Doors.
3. Other doors to the extent indicated.

B. Commercial door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical and access control door hardware.
3. Electromechanical and access control door hardware power supplies, back-ups and surge protection.
4. Automatic operators.
5. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section "Hollow Metal Doors and Frames".
2. Division 08 Section "All-glass entrances"
3. Division 08 Section "Access Control Hardware"
4. Division 08 Section "Door Hardware".

D. Codes and References: Comply with the version year adopted by the City of New York.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.

2. ICC/IBC - International Building Code.

3. NFPA 70 - National Electrical Code.

4. NFPA 80 - Fire Doors and Windows.

5. NFPA 101 - Life Safety Code.

6. NFPA 105 - Installation of Smoke Door Assemblies.

7. State Building Codes, Local Amendments.

E. Standards: Reference Related Sections for requirements regarding compliance with applicable industry standards.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

a. Type, style, function, size, label, hand, and finish of each door hardware item.

b. Manufacturer of each item.

c. Fastenings and other pertinent information.

d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.

e. Explanation of abbreviations, symbols, and codes contained in schedule.

f. Mounting locations for door hardware.

g. Door and frame sizes and materials.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: Prepared under the supervision of the Commissioner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Commissioner to approve submitted keying schedule prior to the ordering of permanent cylinders.

D. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in General Conditions. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

F. Warranties and Maintenance: Special warranties and maintenance agreements specified in the Related Sections.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum [3] years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum [3] years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum [3] years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware

Consultant (AHC) available during the course of the Work to consult with Contractor and Commissioner concerning both standard and electromechanical door hardware and keying.

D. Source Limitations: Obtain each type and variety of Door Hardware specified in the Related Sections from a single source, qualified supplier unless otherwise indicated.

E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the applicable model building code.

F. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in General Conditions with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Commissioner via registered mail or overnight package service. Instructions for delivery to the Commissioner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference General Conditions. Special warranties specified in this Article shall not deprive Commissioner of other rights Commissioner may have under other provisions of the Contract Documents and shall be in addition to, and run

concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

1.8 MAINTENANCE GUARANTEE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Commissioner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. Refer to "PART 3 – EXECUTION" for required specification sections.

PART 3 EXECUTION

3.1 DOOR HARDWARE SETS

A. The door hardware sets represent the design intent and direction of the Commissioner. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the Commissioner with corrections made. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. The supplier is responsible for handing and sizing all products as listed in the door hardware sets. Quantities listed are for each pair of doors, or for each single door.

C. Products listed in the Door Hardware Sets must meet the requirements described in the specification sections noted.

1. Section 08 71 00 – Door Hardware.

2. Section 08 74 00 – Access Control Hardware.

D. Manufacturer's Abbreviations:

1. MK - McKinney
2. MR - Markar
3. RF - Rixson
4. RO - Rockwood
5. SU - Securitron
6. RU - Corbin Russwin
7. NO - Norton

8. PE - Pemko
9. RE - Reese Enterprises Inc
10. SA - Sargent
11. YA - Yale

Hardware Schedule

Set: 1.0

Doors: 1

3 Hinge (heavy weight)	T4A3786 size as required	US10B	MK 087100
1 Exit Device with Card Reader	ED5200AN 1039605 TCRNE1	613	RU 087400
1 Door Closer	7500	690	NO 087100
1 Door Stop	404 / 441CU per conditions	US10B	RO 087100
3 Silencer	608		RO 087100
1 Door Harness	QC-CXXX Size as Required		MK 087100
1 Electric Power Transfer	CEPT-10	US10B	SU 087400
1 Wiring Diagram	.		SA
1 Frame Harness	QC-C1500 (P)		MK 087100
1 Power Supply	Furnished by Security		SA
1 Saddle	171	DBZ	PE

Notes: Panic hardware is not required in B type occupancy. we have provided for panic hardware per the notes on the floor plan in the event this spaces is deemed Assembly.

Set: 1.1

Doors: 3

3 Hinge (heavy weight)	T4A3786 size as required	US10B	MK 087100
1 Exit Device (rim, classroom)	ED5200A 103955	613	RU 087100
1 Door Closer	7500	690	NO 087100
1 Door Stop	404 / 441CU per conditions	US10B	RO 087100
1 Saddle	171	DBZ	PE
3 Silencer	608		RO 087100

Set: 2.0

Doors: 2

2	Floor Closer	613 PH H28S	613	RF 087100
2	Magnetic Lock	M680BDX	313	SU 087400
4	Pull	RM3301-36 Mtg-Type 13HD	US10B	RO 087100
1	Wiring Diagram	.		SA
1	Push Button	EEB2		SU 087400
1	Saddle	171	DBZ	PE
1	Power Supply	Furnished by Security		SA

Notes: Top and bottom rail by glass door manufacturer.

Set: 3.0

Doors: 4, 7, 8

3	Hinge	TA2714 size as required	US26D	MK 087100
1	Access Control Lock	ML20605 x TCRNE1 103J	626	RU 087400
1	Door Harness	QC-CXXX Size as Required		MK 087100
1	Electric Power Transfer	CEPT-10		SU 087400
1	Wiring Diagram	.		SA
1	Frame Harness	QC-C1500		MK 087100
1	Power Supply	Furnished by Security		SA

Set: 4.0

Doors: 6, 9

3	Hinge	TA2714 size as required	US26D	MK 087100
1	Electrified Mortise Lock	ML20905 103X	626	RU 087400
1	Door Harness	QC-CXXX Size as Required		MK 087100
1	Electric Power Transfer	CEPT-10		SU 087400
1	Wiring Diagram	.		SA
1	Frame Harness	QC-C1500 (P)		MK 087100
1	Power Supply	Furnished by Security		SA

Notes: Card reader biometric by security

Set: 5.0

Doors: 10, 12, 13

3 Hinge	TA2714 size as required	US26D	MK 087100
1 Mortise Lock (storeroom)	ML2057 103X	626	RU 087100
1 Door Closer	7500	689	NO 087100
1 Door Stop	404 / 441CU per conditions	US26D	RO 087100
3 Silencer	608		RO 087100

Set: 6.0

Doors: 5

3 Hinge	TA2714 size as required	US26D	MK 087100
1 Mortise Lock (classroom)	ML2055 103X	626	RU 087100
1 Door Harness	QC-CXXX Size as Required		MK 087100
1 Wiring Diagram			SA
1 Frame Harness	QC-C1500		MK 087100
1 Power Supply	Furnished by Security		SA

Set: 7.0

Doors: 15, 16

3 Hinge	TA2714 size as required	US26D	MK 087100
1 Mortise Lock (privacy)	ML2060 103X	626	RU 087100
1 Door Closer	7500	689	NO 087100
1 Kickplate	K1050 8" 4BE CSK	US32D	RO
1 Door Stop	404 / 441CU per conditions	US26D	RO 087100
3 Silencer	608		RO 087100

Set: 8.0

Doors: 14

6 Hinge	TA2714 size as required	US26D	MK 087100
2 Surface Bolt	580-8	US26D	RO 087100
1 Mortise Lock (storeroom)	ML2057 103X	626	RU 087100
2 Door Closer	7500	689	NO 087100
2 Silencer	608		RO 087100

END OF SECTION 08 06 71

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Hollow-metal doors and frames.

2. Bronze clad hollow metal doors where indicated.

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

C. Samples for Verification: For each type of exposed finish required.

D. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ceco Door Products; an Assa Abloy Group company.

2. Curries Company; an Assa Abloy Group company.

3. Fleming Door Products Ltd.; an Assa Abloy Group company.

4. Pioneer Industries, Inc.

5. Steelcraft; an Ingersoll-Rand company.

2.2 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.3 INTERIOR DOORS AND FRAMES

A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.

1. Physical Performance: Level B according to SDI A250.4.

2. Doors:

a. Type: As indicated in the Door and Frame Schedule.

b. Thickness: 1-3/4-inches.

c. Face: Metallic-coated, cold-rolled steel sheet, minimum thickness of 0.042-inch.

d. Edge Construction: Model 2, Seamless.

e. Core: Manufacturer's standard.

f. Fire Door Core: As required to provide fire-protection and ratings indicated.

3. Frames:

a. Materials: Metallic-coated, steel sheet, minimum thickness of 0.053-inch.

b. Construction: Fully welded.

4. Exposed Finish: Prime.

2.4 FRAME ANCHORS

A. Jamb Anchors:

1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042-inch thick.

2. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042-inch, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

2.5 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

1. Bronze Cladding: ASTM B 36/B 36M, alloy UNS No. C28000 (muntz metal, 60 percent copper,) finish matching Commissioner's sample.

C. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

E. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.

F. Grout: ASTM C 476, except with a maximum slump of 4-inches, as measured according to ASTM C 143/C 143M.

G. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).

H. Glazing: Section 08 80 00 "Glazing."

I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

2.6 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.

2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.

3. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.

4. Jamb Anchors: Provide number and spacing of anchors as follows:

   a. Stud-Wall Type: Locate anchors not more than 18-inches from top and bottom of frame. Space anchors not more than 32-inches o.c. and as follows:

      1) Three anchors per jamb up to 60-inches high.

      2) Four anchors per jamb from 60 to 90-inches high.

      3) Five anchors per jamb from 90 to 96-inches high.

      4) Five anchors per jamb plus one additional anchor per jamb for each 24-inches or fraction thereof above 96-inches high.

   b. Compression Type: Not less than two anchors in each frame.

   c. Postinstalled Expansion Type: Locate anchors not more than 6-inches from top and bottom of frame. Space anchors not more than 26-inches o.c.

5. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.

   a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

   b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

C. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

D. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted or mitered hairline joints.

1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.

2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.

3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.

4. Provide loose stops and moldings on inside of hollow-metal work.

5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.7 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: SDI A250.10.

2.8 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

a. At fire-rated openings, install frames according to NFPA 80.

b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.

c. Remove temporary braces necessary for installation only after frames have been properly set and secured.

d. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.

e. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.

a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.

4. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.

5. In-Place Metal Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.

6. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

a. Squareness: Plus or minus 1/16-inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.

b. Alignment: Plus or minus 1/16-inch, measured at jambs on a horizontal line parallel to plane of wall.

c. Twist: Plus or minus 1/16-inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.

d. Plumbness: Plus or minus 1/16-inch, measured at jambs at floor.

B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

a. Between Door and Frame Jambs and Head: 1/8-inch plus or minus 1/32-inch.

b. Between Edges of Pairs of Doors: 1/8-inch to 1/4-inch plus or minus 1/32-inch.

c. At Bottom of Door: 5/8-inch plus or minus 1/32-inch.

d. d. Between Door Face and Stop: 1/16-inch to 1/8-inch plus or minus 1/32-inch.

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

C. Glazing: Comply with installation requirements in Section 08 80 00 "Glazing" and with hollow-metal manufacturer's written instructions.

1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9-inches o.c. and not more than 2-inches o.c. from each corner.

3.2 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

C. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 08 11 13

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SECTION 08 33 23

OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-rated coiling doors.

B. Related Requirements:

1. Section 05 50 00 "Metal Fabrications" for miscellaneous steel supports.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.

2. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.

3. Include diagrams for power, signal, and control wiring.

C. Samples: For each exposed product and for each color and texture specified.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance and Operating Manuals: Furnish complete manuals describing the materials, devices and procedures to be followed in operating and maintaining all doors under this section. Include manufacturer's brochures and parts lists describing the actual materials used in the product.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained manufacturer for both installation and maintenance of units required for this Project.

B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to NFPA 252 or UL 10B.

1. Provide automatic closing device and governor, operating when activated by temperature rise and melting of one hundred sixty (160) degrees F. fusible link and smoke detector. Design release mechanism for easy resetting.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis-of-Design Product: Provide Auto-Set System, Cornell Iron Works, Inc. – FireGard Model ERD10 or comparable product by one of the following:

1. McKeon Rolling Steel Door Company, Inc.

2. Overhead Door Corp.

2.2 DOOR CURTAIN MATERIALS AND CONSTRUCTION

A. Door Curtain: Fabricate roll up fire Door curtains of interlocking slats of continuous length for width of doors without splices. Provide slats of structural quality, minimum twenty (20) gauge cold-rolled galvanized steel sheets complying with ASTM A 924, with G90 zinc coating, complying with ASTM A 653, and phosphate treated before fabrication.

B. Endlocks: Malleable iron castings galvanized after fabrication, secured to curtain slats with galvanized rivets. Provide locks on alternate curtain slats for curtain alignment and resistance against lateral movement.

C. Bottom Bar: Consisting of two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from manufacturer's standard hot-dip galvanized steel to match curtain slats and finish.

D. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent over travel of curtain.

E. Provide push-up handles for resetting doors in hood.

2.3 COUNTERBALANCING MECHANISM

A. Counterbalance Assembly: Fire door shall be counterbalanced by means of adjustable steel helical torsion springs attached to shaft enclosed in pipe with required mounting blocks or rings for attachment of curtain. Grease sealed bearings or self-lubricating graphite bearings shall be attached to the spring barrel which shall be fabricated of hot formed structural quality carbon steel seamless pipe.

B. Counterbalance Barrel: Fabricate spring barrel of hot-formed structural quality carbon steel, welded or seamless pipe, of sufficient diameter and wall thickness to support curtain without distortion of slats and limit barrel deflection to not more than 0.03-inches per foot of span under full load.

C. Provide spring balance of one or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Provide cast steel barrel plugs to secure ends of springs to barrel and shaft.

D. Fabricate torsion rod for counterbalance shaft of cast-hardened steel, of required size to hold fixed springs ends and carry torsion load.

E. Brackets: Provide mounting brackets of manufacturer's standards design, either cast iron or cold-rolled steel plate with bell mouth guide groove for curtain.

F. Hood: Form to entirely enclose coiled curtain and counterbalance barrel assembly. Contour to suit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Provide closed ends for surface-mounted hoods, and any portion of between-jamb mounting projecting beyond wall face. Provide intermediate support brackets as required to prevent sag.

1. Fabricate steel hoods for doors of not less than twenty (20) gauge galvanized steel and designed to match brackets. Top and bottom shall be bent and reinforced for stiffness.

2. Provide UL approved lintel smoke seals. Assembly shall have been tested and approved under UBC 7-2-1997 Part II.

2.4 ELECTRIC DOOR OPERATORS

A. Electric Motor Operator: Fire door shall be provided with a compact power unit designed and built by the door manufacturer. Operator shall be equipped with an adjustable screw-type limit switch to break the circuit at termination of travel. High efficiency planetary gearing running in an oil bath, shall be furnished together with a centrifugal governor, magnetic operated brake and a fail-safe magnetic release device, completely housed to protect against damage, dust and moisture. An efficient overload protection device, which will break the power circuit and protect against damage to

the motor windings shall be integral with the unit. Operator is to be housed in a NEMA type 1 enclosure.

1. Motor: Shall be intermediate duty, thermally protected, ball bearing type with a Class A or better insulation. Horsepower of motor is to be 1/3-hp minimum or of manufacturer's recommended size, whichever is greater.

2. Starter: Shall be size "0" magnetic reversing starter, across the line type with mechanical and electrical interlocks, with 10 amp continuous rating and 24 volt control circuit.

3. Reducer: Planetary gear type, 80% efficiency minimum.

4. Brake: Magnetically activated, integral within the operator's housing.

5. Control Station: Provide flush mount key switch control station marked open, close and stop.

B. Self-Closing Mechanism: The fire door is to be designed with a centrifugal governor as an integral part of the operator's construction. The automatic release mechanism shall be activated by a fusible link, smoke detector or fire alarm. When activated the door is released and begins to close due to gravitational force. The speed of the door is governed by a centrifugal governor, designed to match the normal operating speed of the door, at a rate of not greater than 9" per second or less than 6" per second.

C. Magnetic Release with 10 Second Time Delay: A fail-safe magnetic release device shall be built into the operator as an integral part of the release mechanism. When power is interrupted to the release mechanism by the smoke detector or fire alarm, the door shall begin to self-close. In the event of power failure the time delay shall prevent the fire door from closing for a period of 10 seconds. Once the 10 seconds have lapsed, the fire door shall self-close. Once power has been restored to the release mechanism the automatic reset time delay as well as the fire door shall automatically reset themselves.

D. Obstruction Sensing Safety Edge: The fire door shall be designed with an obstruction sensing safety edge. In the event that the safety edge meets an obstruction during the normal closing operation, the door shall stop, reverse and return to the open position. In the event the safety edge meets an obstruction during the self-closing operation, the door shall come to rest on the obstruction and once the obstruction has been removed the fire door shall continue to the fully closed position.

E. Easy Trip Test Feature: The fire door shall be designed so that it may be trip tested simply by cutting power to the operator. By turning the power switch off, the door shall self-close. Once the fire door has satisfactorily closed, it shall be reset simply by turning the power back on. No ladders or tools shall be needed to reset the door or the time delay unit.

2.5 FIRE-RATED DOOR ASSEMBLY

A. Fire-Rated Door: Overhead fire-rated coiling door formed with curtain of interlocking metal slats.

B. Operation Cycles: Not less than 20,000.

C. Fire Rating: 2-hours and with smoke control.

D. Door Curtain Material: Galvanized steel.

E. Door Curtain Slats: Flat profile slats of 3-inch wide by 7/8-inch deep.

F. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.

G. Hood: Match curtain material and finish.

1. Shape: As shown on Drawings.

2. Mounting: As shown on Drawings.

H. Locking Devices: Equip door with locking device assembly.

I. Electric Door Operator:

1. Usage Classification: Standard duty, up to 60 cycles per hour.

2. Operator Location: As shown on Drawings.

3. Motor Exposure: Interior.

4. Obstruction Detection Device: Automatic photoelectric sensor.

5. Remote-Control Station: Interior at Reception Desk.

J. Door Finish:

1. Baked-Enamel or Powder-Coated Finish:

a. Finish Coat: As selected by Architect.

2. Factory Prime Finish: Manufacturer's standard color.

3. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.6 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 STEEL AND GALVANIZED-STEEL FINISHES

A. Factory Prime Finish: Manufacturer's standard primer, compatible with field-applied finish. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

B. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

1. Color: As selected by Commissioner.

2.8 INSERTS AND ANCHORAGES

A. Furnish inserts and anchoring devices which must be anchored to miscellaneous steel supports, set in concrete or built into masonry or drywall assemblies for installation of units. Provide setting drawings, templates, instructions and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

B. Refer to Section 00 50 00, Metals Fabrications, for miscellaneous steel supports.

2.9 SEALS AND GASKETS

A. Provide all necessary seals and gaskets to prevent passage of smoke and fire per UL standards.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

B. Fire-Rated Doors: Install according to NFPA 80.

C. Power-Operated Doors: Install according to UL 325.

D. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion. Lubricate bearings and sliding parts as recommended by manufacturer. Adjust seals to provide tight fit around entire perimeter.

3.2 DEMONSTRATION

A. Engage a factory-authorized service representative to train Commissioner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 23 05 53

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SECTION 08 42 26

ALL-GLASS ENTRANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior swinging all-glass entrance doors, bronze-clad aluminum.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For all-glass entrances.

1. Include plans, elevations, and sections.

2. Include details of fittings and glazing, including isometric drawings of rail fittings.

3. Door hardware locations, mounting heights, and installation requirements.

C. Samples: For each type of exposed finish indicated.

D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who are trained for installation of units required for this Project.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of all-glass systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion, except as follows:

2. Door Closures: 10 years from date of substantial completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Blumcraft of Pittsburgh; C.R. Laurence Co, Inc.

2. Doralco Architectural Metals.

3. Oldcastle BuildingEnvelope™.

2.2 METAL COMPONENTS

A. Fitting Configuration:

1. Manual-Swinging, All-Glass Entrance Doors: Continuous rail fitting at top and bottom.

B. Patch Fittings: Bronze-clad aluminum.

C. Rail Fittings:

1. Material: Bronze-clad aluminum.

2. Height:

a. Top Rail: As indicated.

b. Bottom Rail: As indicated.

3. Profile: As indicated.

4. End Caps: Manufacturer's standard precision-fit end caps for rail fittings.

D. Accessory Fittings: Match rail-fitting metal and finish for the following:

1. Overhead doorstop.

2. Center-housing lock.

E. Anchors and Fastenings: Concealed.

F. Materials:

1. Aluminum: ASTM B 221 (ASTM B 221M), with strength and durability characteristics of not less than Alloy 6063-T5.

a. Color: As selected by Commissioner from full range of industry colors and color densities.

2. Bronze Cladding: ASTM B 36/B 36M, alloy as standard with manufacturer.

a. Finish: As selected by Commissioner from full range of industry finishes.

2.3 GLASS

A. Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated surfaces), Type I (transparent), tested for surface and edge compression per ASTM C 1048 and for impact strength per 16 CFR 1201 for Category II materials.

1. Class 1: Clear monolithic.

a. Thickness: ¾ inch (19 mm).

b. Locations: As indicated.

2. Exposed Edges: Machine ground and flat polished.

3. Butt Edges: Flat ground.

2.4 ENTRANCE DOOR HARDWARE

A. General: Heavy-duty entrance door hardware units in sizes, quantities, and types recommended by manufacturer for all-glass entrance systems indicated. For exposed parts, match metal and finish of rail fittings.

1. Provide hardware set as indicated on drawings.

2.5 FABRICATION

A. Provide holes and cutouts in glass to receive hardware, fittings, and accessory fittings before tempering glass. Do not cut, drill, or make other alterations to glass after tempering.

1. Fully temper glass using horizontal (roller-hearth) process, and fabricate so that when glass is installed, roll-wave distortion is parallel with bottom edge of door or lite.

B. Factory assemble components and factory install hardware and fittings to greatest extent possible.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all-glass systems and associated components according to manufacturer's written instructions.

B. Set units level, plumb, and true to line, with uniform joints.

C. Maintain uniform clearances between adjacent components.

D. Lubricate hardware and other moving parts according to manufacturer's written instructions.

E. Set, seal, and grout floor closer cases as required to suit hardware and substrate indicated.

END OF SECTION 08 42 26

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and, apply to this Section.

1.2 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Sliding doors.
3. Other doors to the extent indicated.

B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical door hardware, power supplies, back-ups and surge protection.
3. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section "Door Hardware Schedule".
2. Division 08 Section "Hollow Metal Doors and Frames".
3. Division 08 Section "Access Control Hardware".
4. Division 08 Section "All Glass Entrances".

D. Codes and References: Comply with the version year adopted by the City of New York.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 80 - Fire Doors and Windows.
4. NFPA 101 - Life Safety Code.
5. NFPA 105 - Installation of Smoke Door Assemblies.

6. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series

2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

a. Type, style, function, size, label, hand, and finish of each door hardware item.

b. Manufacturer of each item.

c. Fastenings and other pertinent information.

d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.

e. Explanation of abbreviations, symbols, and codes contained in schedule.

f. Mounting locations for door hardware.

g. Door and frame sizes and materials.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected

by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Shop Drawings: Details of electrified access control hardware indicating the following:

1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.

b. Complete (risers, point-to-point) access control system block wiring diagrams.

2. Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

D. Keying Schedule: Prepared under the supervision of the Commissioner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Commissioner to approve submitted keying schedule prior to the ordering of permanent cylinders.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in General Conditions, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 3 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 3 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, and Commissioner concerning both standard and electromechanical door hardware and keying.

1. Scheduling Responsibility: Preparation of door hardware and keying schedules.

D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:

1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:

a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.

b. Door Closers: Comply with the following maximum opening-force requirements indicated:

1) Interior Hinged Doors: 5 lbf applied perpendicular to door.

2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.

c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.

3. NFPA 101: Comply with the following for means of egress doors:

   a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.

   b. Thresholds: Not more than 1/2 inch high.

4. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.

   a. Test Pressure: Positive pressure labeling.

F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

G. Keying Conference: Conduct conference to comply with requirements in General Conditions section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.

2. Plans for existing and future key system expansion.

3. Requirements for key control storage and software.

4. Installation of permanent keys, cylinder cores and software.

5. Address and requirements for delivery of keys.

H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in General Conditions with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.

2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.

3. Review sequence of operation narratives for each unique access controlled opening.

4. Review and finalize construction schedule and verify availability of materials.

5. Review the required inspecting, testing, commissioning, and demonstration procedures

I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Commissioner via registered mail or overnight package service. Instructions for delivery to the Commissioner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.

C. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference General Conditions, General Requirements. Special warranties specified in this Article shall not deprive Commissioner of other rights Commissioner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Commissioner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:

1. Ten years for mortise locks and latches.
2. Five years for exit hardware.
3. Twenty five years for manual surface door closers.
4. Ten years for heavy duty floor closers.
5. Two years for shallow depth floor closers.
6. Two years for electromechanical door hardware.

1.8 MAINTENANCE GUARANTEE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Commissioner's continued adjustment, maintenance, and removal and replacement of door hardware.

B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

    a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in General Conditions. Approval of requests is at the discretion of the Commissioner.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity, unless otherwise indicated:

    a. Two Hinges: For doors with heights up to 60 inches.

    b. Three Hinges: For doors with heights 61 to 90 inches.

    c. Four Hinges: For doors with heights 91 to 120 inches.

    d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:

    a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.

    b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

    a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.

    b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:

a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:

1) Out-swinging exterior doors.

2) Out-swinging access controlled doors.

3) Out-swinging lockable doors.

5. Acceptable Manufacturers:

a. Hager Companies (HA).

b. McKinney Products (MK).

c. Or Approved Equal.

B. Floor Closers: ANSI/BHMA A156.4 certified floor closers provided either center hung or 3/4" offset hung type complete with top and intermediate pivots (offset closers only) in quantity according to manufacturer's recommendation. Floor closers available with options for labeled, lead lined and regular doors. Provide independent and adjustable valves for closing speed, latch speed, and backcheck with built-in dead stop and hold open features as specified. Provide finish cover plates or thresholds as indicated in door Hardware Sets.

1. Acceptable Manufacturers:

a. Dorma Products (DO).

b. Rixson Door Controls (RF).

c. Or Approved Equal.

2.3 POWER TRANSFER DEVICES

A. Electrified Quick Connect Transfer Hinges: Provide electrified transfer hinges with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Acceptable Manufacturers:

a. Hager Companies (HA) - ETW-QC (# wires) Option.

b. McKinney Products (MK) - QC (# wires) Option.

2.4 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified automatic, self-latching, and manual flush bolts and surface bolts. Manual flush bolts to

be furnished with top rod of sufficient length to allow bolt location approximately six feet from the floor. Furnish dust proof strikes for bottom bolts. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.

1. Acceptable Manufacturers:

   a. Door Controls International (DC).

   b. Rockwood Manufacturing (RO).

   c. Trimco (TC).

2.5 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (3) years experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinders: Original manufacturer cylinders complying with the following:

   1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.

   2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.

   3. Bored-Lock Type: Cylinders with tailpieces to suit locks.

   4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.

   5. Keyway: Manufacturer's Standard.

D. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Commissioner. Incorporate decisions made in keying conference, and as follows:

   1. Master Key System: Cylinders are operated by a change key and a master key.

   2. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.

   3. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.

   4. Existing System: Master key or grand master key locks to Commissioner's existing system.

5. Keyed Alike: Key all cylinders to same change key.

E. Key Quantity: Provide the following minimum number of keys:

1. Top Master Key: One (1)
2. Change Keys per Cylinder: Two (2)
3. Master Keys (per Master Key Group): Two (2)
4. Grand Master Keys (per Grand Master Key Group): Two (2)
5. Construction Keys (where required): Ten (10)
6. Construction Control Keys (where required): Two (2)
7. Permanent Control Keys (where required): Two (2)

F. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference".

G. Key Registration List: Provide keying transcript list to Commissioner's representative in the proper format for importing into key control software.

H. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.

1. Acceptable Manufacturers:

a. Lund Equipment (LU).
b. MMF Industries (MM).
c. Telkee (TK).

I. Key Control Software: Provide one network version of "Key Wizard" branded key management software package that includes one year of technical support and upgrades to software at no charge. Provide factory key system formatted for importing into "Key Wizard" software.

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12 gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses)

to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.

1. Acceptable Manufacturers:

   a. Corbin Russwin Hardware (RU) – ML2000 Series.

   b. Sargent Manufacturing (SA) – 8200 Series.

   c. Yale Locks and Hardware (YA) – 8800FL Series.

B. Lock Trim Design: As specified in Hardware Sets.

2.7 INTEGRATED WIEGAND OUTPUT LOCKING DEVICES – MULTI-CLASS READER

A. Integrated Wiegand Output Multi-Class Mortise Locks: Wiegand output ANSI A156.13, Grade 1, mortise lockset with integrated card reader, request-to-exit signaling, door position status switch, and latchbolt monitoring in one complete unit. Hard wired, solenoid driven locking/unlocking control of the lever handle trim, 3/4" deadlocking anti-friction latch, and 1" case-hardened steel deadbolt. Lock is U.L listed and labeled for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.

1. Open architecture, hard wired platform supports centralized control of locking units with new or existing Wiegand compatible access control systems. Latchbolt monitoring and door position switch act in conjunction to report door-in-frame (DPS) and door latched (door closed and latched) conditions.

2. Integrated reader supports the following credentials:

   a. 125kHz proximity credentials: HID, AWID, Indala, and EM4102.

   b. 13.56 MHz proximity credentials: HID iClass, HID iClass SE, SE for MIFARE Classic, DESFire EV1.

3. 12VDC external power supply required for reader and lock, with optional 24VDC lock solenoid. Fail safe or fail secure options.

4. Installation requires only one cable run from the lock to the access control panel without requirements for additional proprietary lock panel interface boards or modules.

5. Installation to include manufacturer's access control panel interface board or module where required for Wiegand output protocol.

   a. Acceptable Manufacturers:

      1) Sargent Manufacturing (SA) – M1 8200 Series.

      2) Corbin - Russwin Hardware

3) Stanley Best

4) Or approved equal

2.8 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.

2. Strikes for Bored Locks and Latches: BHMA A156.2.

3. Strikes for Auxiliary Deadlocks: BHMA A156.5.

4. Dustproof Strikes: BHMA A156.16.

2.9 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.

a. Fire Exit Removable Mullions: Provide keyed removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions to be used only with exit devices for which they have been tested.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

4. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.

5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty trim with cold forged escutcheons, beveled edges, and four threaded studs for thru-bolts.

   a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets. Provided free-wheeling type trim where indicated.

   b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified in Hardware Sets.

6. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated.

7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.

8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.

9. Rail Sizing: Provide exit device rails factory sized for proper door width application.

10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Mounting rails to be formed from smooth stainless steel, brass or bronze architectural materials no less than 0.072" thick, with push rails a minimum of 0.062" thickness. Painted or aluminum metal rails are not acceptable. Exit device latch to be investment cast stainless steel, pullman type, with deadlock feature.

1. Acceptable Manufacturers:

   a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.

   b. Sargent Manufacturing (SA) - 80 Series.

   c. Yale Locks and Hardware (YA) - 7000 Series.

2.10 ELECTROMECHANICAL CONVENTIONAL EXIT DEVICES

A. Electrified Conventional Push Rail Devices (Heavy Duty): Subject to same compliance standards and requirements as mechanical exit devices, electrified devices to be of type and design as specified below.

1. Acceptable Manufacturers:

a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.

b. Sargent Manufacturing (SA) - 80 Series.

c. Yale Locks and Hardware (YA) - 7000 Series.

B. Electrified Options: As indicated in hardware sets, provide electrified exit device options including: electric latch retraction, electric dogging, outside door trim control, exit alarm, delayed egress, latchbolt monitoring, lock/unlock status monitoring, touchbar monitoring and request-to-exit signaling. Unless otherwise indicated, provide electrified exit devices standard as fail secure.

2.11 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.

2. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

3. Cycle Testing: Provide closers which have surpassed 10 million cycles in a test witnessed and verified by UL.

4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.

b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.

c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.

d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.

6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Acceptable Manufacturers:

a. Corbin Russwin Hardware (RU) - DC8000 Series.

b. Sargent Manufacturing (SA) - 351 Series.

c. Norton Door Controls (NO) - 7500 Series.

d. Yale Locks and Hardware (YA) - 4400 Series.

2.12 AUTOMATIC DOOR OPERATORS

A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for compliance with UL 325. Coordinate operator mechanisms with door operation, hinges, and activation devices.

1. Fire-Rated Doors: Provide door operators for fire-rated door assemblies that comply with NFPA 80 for fire-rated door components and are listed and labeled by a qualified testing agency.

B. Electrohydraulic Door Operators: Self-contained low-pressure units with rack and pinion design contained within a cast aluminum housing. Door closing speed controlled by independent hydraulic adjustment valves in the sweep and latch range of the closing cycle. Operator is to provide conventional door closer opening and closing forces unless the power operator motor is activated. Unit is to include an adjustable hydraulic backcheck valve to cushion the door speed if opened violently. Non-handed units for both push and pull side applications.

C. Brackets and Reinforcements: Manufacturer's standard, fabricated from aluminum with nonferrous shims for aligning system components.

D. Standard: Certified ANSI/BHMA A156.19.

1. Performance Requirements:

   a. Opening Force if Power Fails: Not more than 15 lbf required to release a latch if provided, not more than 30 lbf required to manually set door in motion, and not more than 15 lbf required to fully open door.

   b. Entrapment Protection: Not more than 15 lbf required to prevent stopped door from closing or opening.

E. Configuration: Surface mounted. Door operators to control single swinging and pair of swinging doors.

F. Operation: Power opening and spring closing operation capable of meeting ANSI A117.1 accessibility guideline. Provide time delay for door to remain open before initiating closing cycle as required by ANSI/BHMA A156.19. When not in automatic mode, door operator to function as manual door closer with fully adjustable opening and closing forces, with or without electrical power.

   1. On-off switch to control power to be key switch operated.

G. Features: Operator units to have full feature adjustments for door opening and closing force and speed, backcheck, motor assist acceleration from 0 to 30 seconds, time delay, vestibule interface delay, obstruction recycle, and hold open time from 0 up to 30 seconds.

H. Provide outputs and relays on board the operator to allow for coordination of exit device latch retraction, electric strikes, magnetic locks, card readers, safety and motion sensors and specified auxiliary contacts.

I. Activation Devices: Provide activation devices in accordance with ANSI/BHMA A156.19 standard, for condition of exposure indicated and for long term, maintenance free operation under normal traffic load operation. Coordinate activation control with electrified hardware and access control interfaces. Activation switches are standard SPST, with optional DPDT availability.

J. Signage: As required by cited ANSI/BHMA A156.19 standard for the type of operator.

2.13 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Acceptable Manufacturers:
   a. Rockwood Manufacturing (RO)
   b. Ives
   c. DCI Inc.
   d. Or approved equal.

2.14 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Acceptable Manufacturers:

1. Pemko Manufacturing (PE).
2. Zero International
3. National Guard
4. Or approved equal

2.15 ELECTRONIC ACCESSORIES

A. Power Supplies: Provide Nationally Recognized Testing Laboratory Listed 12VDC or 24VDC (field selectable) filtered and regulated power supplies. Include battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.

1. Acceptable Manufacturers:

a. Securitron (SU) - BPS Series.

b. Sargent

c. SDC

d. Or approved equal

2.16 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.17 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify Commissioner of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Commissioner occupancy.

3.7 DEMONSTRATION

A. Instruct Commissioner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the Commissioner. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the Commissioner with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. Refer to Section 08 06 71, Door Hardware Schedule, for hardware sets.

END OF SECTION 08 71 00

-NO TEXT ON THIS PAGE-

SECTION 08 74 00

ACCESS CONTROL HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Sliding Doors
3. Other doors to the extent indicated.

B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical door hardware.
3. Stand alone electronic access control door hardware.
4. Digital electronic cylinders.
5. Integrated Wiegand access control door hardware.
6. Wireless access control door hardware.
7. Power transfer devices and wiring harnesses.
8. Monitoring and signaling equipment.
9. Access control cards and credentials.
10. Stand alone access control application software.
11. Electrified and access control door hardware power supplies, back-ups and surge protection.

C. Related Sections:

1. Division 08 Section "Door Hardware Schedule".
2. Division 08 Section "Door Hardware".

3. Division 26 Sections for connections to electrical power system and for low-voltage wiring work.

D. Codes and References: Comply with the version year adopted by the City of New York.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 70 - National Electrical Code.
4. NFPA 80 - Fire Doors and Windows.
5. NFPA 101 - Life Safety Code.
6. NFPA 105 - Installation of Smoke Door Assemblies.
7. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards – A156 Series.
2. UL10C – Positive Pressure Fire Tests of Door Assemblies.

F. Products installed, but not provided under this Section include the following. Coordination to remain a requirement of this Section.

1. Security or High Security keyed cylinders, including provisions for temporary construction keying, provided for mechanical override at access control locking hardware to be furnished under Division 08 Section "Door Hardware". Permanent cores and keys to be installed by Commissioner.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.

Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

   a. Type, style, function, size, label, hand, and finish of each door hardware item.

   b. Manufacturer of each item.

   c. Fastenings and other pertinent information.

   d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.

   e. Explanation of abbreviations, symbols, and codes contained in schedule.

   f. Mounting locations for door hardware.

   g. Door and frame sizes and materials.

   h. System Operational Descriptions: Complete system operational narratives for access controlled openings defining the Commissioner's prescribed requirements for the opening functionality. Narratives include, but are not limited to, the following situations: normal secured/unsecured state of door; authorized access; authorized egress; unauthorized access; unauthorized egress; fire alarm and loss of power conditions, and interfaces with other building control systems.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Shop Drawings: Details of electrified access control hardware indicating the following:

1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

   a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.

   b. Complete (risers, point-to-point) access control system block wiring diagrams.

2. Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

3. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary integrated access control components.

D. Keying Schedule: Reference Division 08 Section "Door Hardware".

E. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete standard door and access control hardware installation in quantity as required in General Conditions. The manual to include the name, address, and telephone number of the supplier/integrator providing the installation and the nearest service representatives for each item of equipment included in the system. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

1. As-Built Drawings: During system installation, the Contractor to maintain a separate hard copy set of drawings, elevation diagrams, and wiring diagrams of the access control system to be used for record drawings. This set to be kept up to date by the Contractor with all changes and additions to the access control system accurately recorded.

G. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum [3] years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Integrator Qualifications (Access Control Door Hardware): Systems Integrators, verifiably factory trained and certified by the primary product manufacturers, with a minimum[3] years documented experience installing complete access control systems hardware similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance. Qualifications include, but are not necessarily limited, to the following:

1. References: Provide a list of references for similar projects including contact name, phone number, name and type of project.

2. Professional Staffing: Firms to have a dedicated access control systems integration department with full time, experienced professionals on staff

experienced in providing on site consulting services for both electrified door hardware and integrated access control systems installations.

3. Factory Training: Installation and service technicians are to be competent factory trained and certified personnel capable of maintaining the system.

4. Service Center: Firms to have a service center capable of providing training, in-stock parts, and emergency maintenance and repairs at the Project site with 24-hour/7-days a week maximum response time.

C. Supplier Qualifications: Supplier, verifiably authorized and in good standing with the primary product manufacturers, with a minimum[3] years experience supplying integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance.

D. Integrated Wiegand Output, Wireless, and IP-Enabled access control products are required to be supplied and installed only through designated ASSA ABLOY "Authorized Channel Partner" (ACP) and "Certified Integrator" (CI) accounts.

E. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

2. Provide integrated access control door hardware from the same manufacturer as standard mechanical door hardware, unless otherwise indicated.

F. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:

1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:

a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.

b. Door Closers: Comply with the following maximum opening-force requirements indicated:

1) Interior Hinged Doors: 5 lbf applied perpendicular to door.

2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.

3. NFPA 101: Comply with the following for means of egress doors:

a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.

4. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.

a. Test Pressure: Positive pressure labeling.

5. The installed access control system shall conform to all local jurisdiction requirements.

G. Keying Conference: Reference Section 08 71 00 "Door Hardware."

H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in General Conditions with attendance by representatives of Supplier(s), Installer(s), Systems Integrator(s), and Contractor(s) to review proper methods and procedures for receiving, handling, and installing door and access control hardware to manufacturer's recommendations and according to specifications.

1. Prior to installation of door hardware, arrange for manufacturers' representatives to hold a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.

2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.

3. Review sequence of operation narratives for each unique access controlled opening.

4. Review and finalize construction schedule and verify availability of materials.

5. Review the required inspecting, testing, commissioning, and demonstration procedures.

I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedules.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

1. Access control firmware and software: Where approved and directed, inventory upon receipt and store electronic access control equipment in a secure, temperature and humidity controlled environment in original manufacturer's sealed containers.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Commissioner via registered mail or overnight package service. Instructions for delivery to the Commissioner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Integrated Access Control Door Hardware and Electrical Coordination: Coordinate the layout and installation of scheduled integrated access control door hardware, and related access control equipment, with required connections to source power junction boxes, power supplies, detection and monitoring hardware and fire alarm system.

1. Access Control System Interface: The integrated access control hardware to interface and be connected to the access control system. Coordinate the installation and configuration of the electrified door hardware and access control systems firmware and software with the hardware specified in this Section.

B. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

C. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference General Conditions. Special warranties specified in this Article shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or

workmanship within specified warranty period after final acceptance by the Commissioner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:

1. Two years for electromechanical and integrated access control door hardware.
2. Three years for motorized electric latch retraction exit devices. Ten years for mortise locks and latches.

1.8 MAINTENANCE GUARANTEE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Commissioner's continued adjustment, maintenance, and removal and replacement of standard and access control door hardware.

B. Maintenance Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

1.9 SCOPE OF WORK

A. Access Control Site Management System: Furnish and install at the indicated locations the specified integrated access control door hardware for a completely operational access control and security site management system. System includes, but is not necessarily limited, to the following:

1. Electrified integrated access control locks and exit hardware, special tools, operating manuals, and required cabling and accessories as detailed below and listed in the Access Control Hardware Sets at the end of Part 3.

a. Provide manufacturer approved integrated access control locks and exit hardware that are functionally compatible with the specified access control equipment interfaces.

2. Commissioner to provide the following:

   a. Commissioner will be responsible for ensuring that each computer hardware component includes the required interfaces, expansion boards, and peripherals that will be necessary to allow the system to operate as described within this specification and as indicated on the drawings.

   b. Power Sourcing, Network Switches and Wireless Access Points: Quantity as required to accommodate installed access control (and video surveillance) devices.

   c. Network Control Processor Connections:

      1) LAN/Ethernet communication ports (jacks) and network interface cards as needed, CAT5e (CAT6) cabling from network router/switch to network control processor, outlet and cover plates and/or patch cables required for network connection within each designated IT/Telecom room.

      2) Required static IP addresses.

3. Power Supplies, including battery, uninterrupted backup power supply (UPS) and separately fused surge protection, required for the integrated access control door hardware.

4. Installation, final configuration and commissioning of integrated access control door hardware, power supplies and related accessories.

5. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Division 08 Section "Door Hardware."

6. Contractor to provide the following:

   a. Source power wiring (120VAC) as required for the integrated access control door hardware and power supplies. This includes quad outlets as required on a dedicated circuit in the designated IT/Telecom room(s) and the related conduit, stub-in, junction boxes and connectors required for the source power delivery and connections.

   b. Provide required conduit, stub-in, junction and back boxes for the integrated access control door hardware at each access controlled opening per plan drawings and specs. Supply and install conduit between the aforementioned devices and between the electrical junction boxes, power supplies and access control equipment located on or above the door opening.

      1) At electrified hardware power transfers provide conduit on the secured side of the opening from the power transfer, thru-wire

hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.

c. Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.

7. Access Control System Integrator to provide the following:

a. Low voltage wiring (12/24VDC) and communication required for electrified and integrated access control door hardware, remote card readers, keypads, or display terminals, monitoring and signaling switches, and power supplies. Work includes related connectors, final terminations, and hook-ups required for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.

8. Final connections to fire alarm system, if required, by electrical and fire alarm system contractors.

9. Provide permits, submittals and approvals required by the City of New York, prior to commencing with work.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide integrated access control door hardware and accessories for each designated opening to comply with requirements in this Section and with the Access Control Hardware Sets listed at the end of Part 3.

1. Access Control Hardware Sets: Requirements for quantity, item, model, design, grade, finish, size, and other distinctive qualities of each type of integrated door and access control hardware are indicated in the Access Control Hardware Sets at the end of Part 3.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of mechanical and electrified door hardware are indicated in the Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

C. System Design: The electrified door hardware specified to include standardized components regularly manufactured and utilized within the source manufacturer's product lines.

1. Electronic integrated locking hardware to be non-proprietary in design and implementations, providing for an open protocol platform across multiple access control systems manufacturers and software applications. The installed integrated product is to be part of a single, cohesive access control system.

D. Substitutions: Requests for substitution and product approval for inclusive mechanical and electrified access control door hardware, in compliance with specifications, must be submitted in writing and in accordance with the procedures and time frames outlined in General Conditions "Substitution Procedures". Approval of requests is at the discretion of the Commissioner.

E. The electrified access control door hardware contained in this Section represents a complete engineered system. If alternate products are submitted, it is the responsibility of the Supplier to provide an acceptable complete and working system layout, including re-engineering of elevation and wiring diagrams, as applicable. Complete systems to include at a minimum the required power supplies, power transfers, and electrified and integrated locking hardware and accessories.

2.2 POWER TRANSFER DEVICES

A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Acceptable Manufacturers:

a. Adams Rite (AD) - 4612-ELX.

b. Corbin Russwin (RU) - EPTL.

c. McKinney (MK) - EPTL.

d. Securitron (SU) - EL-CEPT Series.

e. Von Duprin (VD) - EPT-10 Series.

B. Provide mortar guard enclosure on steel frames installed at masonry openings for each electrical hinge specified.

2.3 INTEGRATED WIEGAND OUTPUT ACCESS CONTROL LOCKS

A. Integrated Wiegand Output Mortise Locks: Wiegand output ANSI A156.13, Grade 1, mortise lockset with integrated card reader, request-to-exit signaling, door position status switch, and latchbolt monitoring in one complete unit. Hard wired, solenoid driven locking/unlocking control of the lever handle trim, 3/4" deadlocking anti-friction latch,

and 1" case-hardened steel deadbolt. Lock is U.L listed and labeled for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.

1. Open architecture, hard wired platform supports centralized control of locking units with new or existing Wiegand compatible access control systems. Latchbolt monitoring and door position switch act in conjunction to report door-in-frame (DPS) and door latched (door closed and latched) conditions.

2. Reader supports either HID 125 kHz proximity (up to 39 bits, including Corporate 1000) or 13.56 MHz (2K-32K) iClass® credentials.

3. 12VDC external power supply required for reader and lock, with optional 24VDC operation available with iClass® reader (125 kHz reader is always 12VDC). Fail safe or fail secure options.

4. Installation requires only one cable run from the lock to the access control panel without requirements for additional proprietary lock panel interface boards or modules.

5. Installation to include manufacturer's access control panel interface board or module where required for Wiegand output protocol.

   a. Acceptable Manufacturers:

      1) Corbin Russwin Hardware (RU) - Access 600 - ML20600 RNE1 Series.

      2) Sargent Manufacturing (SA) - Harmony - H1/H2 8200 Series.

2.4 ELECTROMAGNETIC LOCKING DEVICES

A. Surface Electromagnetic Locks (Heavy Duty): Electromagnetic locks to be surface mounted type conforming to ANSI A156.23, Grade I with minimum holding force strength of 1,100 pounds. Locks to be capable of either 12 or 24 voltage and be UL listed for use on fire rated door assemblies. Locks are to have an integrated door position switch and lock bond sensor. Locks are to have integrated motion sensor and/or security camera as indicated in the hardware sets. Provide mounting accessories as needed to suit opening conditions. Power supply to be by the same manufacturer as the lock with combined products having a lifetime replacement warranty.

   1. Acceptable Manufacturers:

      a. Securitron (SU) – M680 Series.

      b. SDC

      c. Locknetics

      d. Or approved equal

2.5 INTEGRATED WIEGAND OUTPUT ACCESS CONTROL EXIT DEVICES

A. Wiegand Output Integrated Card Reader Exit Hardware: Wiegand output ANSI 156.3 Grade 1 rim, mortise, and vertical rod exit device hardware with integrated proximity card reader, latchbolt and touchbar monitoring, and request-to-exit signaling, in one complete unit. Hard wired, solenoid driven locking/unlocking control of the lever handle exit trim with 3/4" throw latch bolt. U.L listed and labeled for either panic or "fire exit hardware" for use on up to 3 hour fire rated openings. Available with or without keyed high security cylinder override.

1. Open architecture, hard wired platform supports centralized control of locking units with new or existing Wiegand compatible access control systems. Inside push bar (request-to-exit) signaling and door position (open/closed status) monitoring (via separately connected DPS).

2. Reader supports either HID 125 kHz proximity (up to 39 bits, including Corporate 1000) or 13.56 MHz (2K-32K) iClass® credentials.

3. 12VDC external power supply required for reader, with optional 24VDC operation available with iClass® reader (125 kHz reader is always 12VDC). 24VDC required for solenoid operated exit trim (12VDC if applicable). Fail safe or fail secure options.

4. Installation requires only one cable run from the exit hardware to the access control panel without requirements for additional proprietary lock panel interface boards or modules.

5. Competitor Alternates Allowed Option>Installation to include manufacturer's access control panel interface board or module where required for Wiegand output protocol.

6. Acceptable Manufacturers:

   a. Corbin Russwin Hardware (RU) - Access 600 - ED5000 RNE1 Series.

   b. Sargent Manufacturing (SA) - Harmony - H1/H2 80 Series.

2.6 ELECTRONIC ACCESSORIES

A. Push-Button Switches: Industrial grade momentary or alternate contact, back-lighted push buttons with stainless-steel switch enclosures. 12/24 VDC bi-color illumination suitable for either flush or surface mounting.

1. Acceptable Manufacturers:

   a. Securitron (SU) - PB Series.

   b. Schlage – Allegion

   c. Security Doors Control

2.7 CABLES AND WIRING

A. Data Line Supervision: System to include alarm initiation capability in response to opening, closing, shorting, or grounding of data transmission lines.

B. Install appropriate number of conductor pairs, in the wire gage (AWG) recommended by manufacturer, corresponding to the electronic locking functions specified, amperage drawn and distances covered between the power supplies, power transfer devices, electrified hardware and access control equipment.

1. Acceptable Manufacturers:

a. General Cable Co.

b. South Wire Inc.

c. American Insulated Wire, Inc.

d. Or approved equal

2.8 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.9 ACCESS CONTROL HARDWARE FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Where specified, finishes on locksets, latchsets, exit devices and push/pull trim to incorporate an FDA recognized antimicrobial coating (MicroShield™) listed for use on equipment as a suppressant to the growth and spread of a broad range of bacteria, algae, fungus, mold and mildew.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Examine roughing-in for electrical source power to verify actual locations of wiring connections before electrified and integrated access control door hardware installation.

C. Notify Commissioner of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Doors and frames at scheduled access controlled openings to be properly prepared to receive specified electrified and access control hardware and connections without additional in-field modifications.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

E. Boxed Power Supplies: Verify locations with Commissioner.

1. Configuration: Provide the least number of power supplies required to adequately serve doors with access control equipment.

F. Final connect the system control switches (integrated reader locking hardware, remote readers, keypads, etc.), and monitoring and signaling equipment to the related Controller devices at each opening to properly operate the electrified door and access control hardware according to system operational narratives.

G. Stand Alone System Application Software: Install, and test stand alone system application software for the complete and proper operation of systems involved.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Perform a final inspection of the installed door hardware and access control system and state in report whether installed work complies with or deviates from requirements, including whether each component representing the opening assembly is properly installed, adjusted, operating and performing to system operational narratives.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Commissioner occupancy.

3.7 DEMONSTRATION

A. Instruct Commissioner's to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the Commissioner. They are a guideline only and should not be considered a detailed hardware schedule.

Discrepancies, conflicting hardware and missing items should be brought to the attention of the Commissioner with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. Refer to Section 08 06 71, Door Hardware Schedule, for hardware sets.

END OF SECTION 08 74 00

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Glass for interior transition counter.

2. Glazing sealants and accessories.

1.2 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

1.4 QUALITY ASSURANCE

A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.5 WARRANTY

A. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

2.2 GLASS PRODUCTS

A. Ultraclear Float Glass: ASTM C 1036, Type I, Class I (clear), Quality-Q3; and with visible light transmission of not less than 91 percent.

1. Products: Subject to compliance with requirements, provide one of the following:

a. AFG Industries, Inc.; Krystal Klear.

b. Guardian Industries Corp.; Ultrawhite.

c. Pilkington North America; Optiwhite.

d. PPG Industries, Inc.; Starphire.

2.3 LAMINATED GLASS

A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written instructions.

2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.

3. Interlayer Color: Clear unless otherwise indicated.

2.4 GLAZING SEALANTS

A. General:

1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.

3. Field-applied sealants shall have a VOC content of not more than 250 g/L.

4. Colors of Exposed Glazing Sealants: As selected by Commissioner from manufacturer's full range.

B. Glazing Sealant: Acid-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

2.5 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

C. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

D. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

E. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Install gaskets so they protrude past face of glazing stops.

3.3 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.4 CLEANING AND PROTECTION

A. Immediately after installation remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other

masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.

C. Remove and replace glass that is damaged during construction period.

3.5 LAMINATED GLASS SCHEDULE

A. Glass Type: Clear laminated glass with two plies of ultraclear annealed float glass.

1. Minimum Thickness of Each Glass Ply: 6-mm.

2. Interlayer Thickness: 0.030-inch.

END OF SECTION 08 80 00

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SECTION 09 22 16

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
2. Suspension systems for interior ceilings and soffits

B. Related Requirements:

1. Section 09 29 00 - Gypsum Board.

1.2 ACTION SUBMITTALS

A. Product Data: for each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Tested-Response Characteristics: Provide materials and construction identical to those tested according to ASTM E 119

B. ST-Rated Assemblies: Provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413.

2.2 FRAMING SYSTEMS

A. Steel Studs and Runners: ASTM C 645 steel studs and runners.

1. Minimum Base-Metal Thickness: as indicated on drawings
2. Depth: As indicated on drawings.
3. Design: Design is based on minimum 5 pounds per square foot load applied perpendicular to walls. Deflection shall not exceed 1/240 under design load.

B. Slip-Type Head Joints: Where indicated, provide on of the following in thickness not less than indicated for studs and in width to accommodate depth of studs:

1. Single Long-Leg Runner System ASTM C 645 top runner with 2-inch-deep flanges, installed with studs friction fit into runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.

2. Double-Runner system: ASTM C 645 top runners, inside runner with 2inch-deep flanges and fastened to studs, and outer runner sized to friction fit inside runner.

C. Firestop Tracks: Manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Fire Trak Corp; Fire Trak System attached to studs with Fire Trak Posi Klip.

b. Metal-Lite ; The System.

c. Steel Network, Inc.(The)

D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: As indicated on Drawings

E. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.

1. Depth: As indicated on Drawings.

2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel

F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: As indicated on Drawings.

2. Depth: As indicated on Drawings.

G. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.

1. Configuration: hat shaped.

H. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

1. Depth: As indicated on Drawings.

2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.

3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

2.3 SUSPENSION SYSTEMS

A. Components, General: Comply with ASTM C 754 for conditions indicated.

B. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch-diameter wire.

C. Hanger Attachments to Concrete: As follows:

1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching hanger wires and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by a qualified independent testing agency.

a. Type: Postinstalled, expansion anchor.

2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by a qualified independent testing agency.

D. Hangers: As follows:

1. Rod Hangers: ASTM A 510, mild carbon steel.

a. Diameter: 1/4-inch.

b. Protective Coating: ASTM A 153/A 153M, hot-dip galvanized.

2. Flat Hangers: Commercial-steel sheet, ASTM A 653/A 653M, G60, hot-dip galvanized.

a. Size: As indicated, but not less than 1 by 3/16 inch by length indicated.

E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch-wide flanges.

1. Depth: As indicated on Drawings.

F. Furring Channels (Furring Members):

1. Depth: As indicated on Drawings.

2. Steel Studs and Runners: ASTM C 645. Use steel studs and runners.

a. Minimum Base-Metal Thickness: As indicated on Drawings.

b. Depth: As indicated on Drawings.

3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.

a. Minimum Base-Metal Thickness: As indicated on Drawings.

4. Resilient Furring Channels: 1/2-inch-deep members designed to reduce sound transmission.

a. Configuration: hat shaped.

2.4 AUXILIARY MATERIALS

A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide asphalt saturated organic felt or foam gasket.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.

2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

   a. Install two studs at each jamb unless otherwise indicated.

   b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.

   c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

   a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

E. Direct Furring:

1. Screw to wood framing.

2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Furring Members:

1. Erect insulation vertically and hold in place with Z-furring members spaced 24 inches o.c.

2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.3 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

3. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.

4. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.

5. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes

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SECTION 09 29 00

GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

2. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: for each type of product.

B. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, provide product by one of the following:

1. Lafarge North America Inc

2. National Gypsum Company

3. USG Corporation

B. Gypsum Board, Type X: ASTM C 1396/C 1396M:

1. Thickness: 5/8 inch.

2. Long Edges: Tapered.

C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.

1. Thickness: 1/2 inch.

2. Long Edges: Tapered

D. Abuse-Resistant Gypsum Board: ASTM C 1629/C 1629M.

1. Core : 5/8 inch, Type X.

2. Long Edges: Tapered.

3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 SPECIALTY GYPSUM BOARD

A. Gypsum Board, Type C: ASTM C 1396/C 1396M. Manufactured to have increased fire-resistive capability.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Georgia-Pacific Building Products ; Fireguard C, Gold Bond Brand Fire-Shield C Wallboard.

b. National Gypsum Company ; Gold Bond Brand XP Wallboard.

c. USG Corporation ; Firecode C Core.

2. Thickness: As required by fire-resistance-rated assembly indicated on Drawings.

3. Long Edges: Tapered.

2.5 TILE BACKING PANELS

A. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or 1325, with manufacturer's standard edges.

1. Products: Subject to compliance with requirements, provide one of the following:

a. FinPan, Inc ; Util-A-Crete Concrete Backer Board.

b. National Gypsum Company ; PermaBase BRAND Cement Board.

c. USG Corporation ; DUROCK Cement Board.

2. Thickness: 5/8 inch Long Edges: Tapered.

3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.6 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Paper-faced galvanized steel sheet:

B. Aluminum Trim: ASTM B 221, Alloy 6063-T5:

2.7 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape.

1. Interior Gypsum Board: Paper.

2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

2.8 AUXILIARY MATERIALS

A. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing).

D. Acoustical Joint Sealant: ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings as demonstrated by testing according to ASTM E 90.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Pecora Corporation ; AC-20 FTR.

b. Specified Technologies, Inc .; Smoke N Sound Acoustical Sealant.

c. USG Corporation ; SHEETROCK Acoustical Sealant.

2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

A. Comply with ASTM C 840.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

D. Install trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

1. Aluminum Trim: Install in locations indicated on Drawings.

2. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Commissioner for visual effect.

E. Prefill open joints and damaged surface areas.

F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.

2. Level 2: Panels that are substrate for tile.

3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

4. Level 5: Where indicated on Drawings.

a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

H. Protect adjacent surfaces from drywall compound and texture finishes and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

I. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 09 29 00

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SECTION 09 30 13

CERAMIC TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Porcelain tile.

2. Crack isolation membrane.

B. Related Requirements:

1. Section 07 92 00 "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.

1.3 DEFINITIONS

A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.

B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in its "Specifications for Installation of Ceramic Tile."

C. Module Size: Actual tile size plus joint width indicated.

D. Face Size: Actual tile size, excluding spacer lugs.

1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review requirements in ANSI A108.01 for substrates and for preparation by other trades.

1.5 ACTION SUBMITTALS

A. Product Data: for each type of product.

B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.

C. Samples for Initial Selection: For tile, grout, and accessories involving color selection.

D. Samples for Verification:

1. Full-size units of type and composition of tile and for color variation and finish required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.

C. Product Certificates: For each type of product.

D. Product Test Reports: For tile-setting and -grouting products and certified porcelain tile:

1.7 ATTIC STOCK

A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Tile Units: Furnish quantity of full-size units equal to 3 percent of amount installed for type, composition, color, pattern, and size indicated.

2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.8 QUALITY ASSURANCE

A. Installer Qualifications.

1. Installer is a five-star member of the National Tile Contractors Association or a Trowel of Excellence member of the Tile Contractors' Association of America.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.

C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

D. Store liquid materials in unopened containers and protected from freezing.

1.10 FIELD CONDITIONS

A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Tile: Obtain tile from single source or producer.

1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.

B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.

1. Obtain modified setting and grouting materials from single manufacturer.

2. Obtain crack isolation membrane from manufacturer of setting and grouting materials.

2.2 PRODUCTS, GENERAL

A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

B. FloorScore Compliance: Tile for floors shall comply with requirements of FloorScore Standard.

C. Low-Emitting Materials: The flooring systems shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for

Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

2.3 TILE PRODUCTS

A. Ceramic Tile Type: Porcelain tile.

1. Basis of design: Subject to compliance with requirements, provide porcelain tile "Regal" by Olympia Tile , or compatible product by one of the following:

a. Porcelanosa

b. Daltile: Division of Dal-Tile International Inc.

c. Crossville, Inc.

2. Tile Type (See finish schedule)

a. Composition: Porcelain

b. Certification: Tile certified by the Olympia Tile Certification Agency

c. Face Size: 12" x 12"

d. Thickness: 3/8 inch

e. Model/Color: Regal/As indicated on drawings

f. Code: As indicated on drawings

g. Grout Color: As selected by Commissioner from manufacturer's full range

2.4 CRACK ISOLATION MEMBRANE

A. Fabric-Reinforced, Modified Sheet: Flexible, thin, load-bearing, fabric reinforced facing; 0.040-inch nominal thickness, 'peel-and-stick' crack-isolation membrane that requires primer complying with ANSI A118.12.

B. Basis of design: Subject to compliance with requirements, provide products by the following:

1. Mapeguard 2 with Mapei SM Primer by MAPEI Corporation.

2. Schluter Systems L.P.; KERDI

3. Laticrete International Inc.

4. Or approved equal

2.5 SETTING MATERIALS

A. Setting Mortar for Large Module Tile: Medium-bed latex polymer-modified single-component mortar complying with comply with ANSI A118.4 and ISO 13007; C2TES1P1. Provide product that is approved by manufacturer for application thickness of 3/8-inch.

1. Basis of design: Subject to compliance with requirements, provide products by the following:

a. Ultraflex LFT by MAPEI Corporation.

b. DAP. Inc.

c. LATICRETE International Inc

d. Or approved equal

2.6 GROUT MATERIALS

A. High-Performance Tile Grout: Fast-setting sanded polymer-modified grout, ANSI A118.7 and ISO 13007 CG2WAF.

1. Basis of design: Subject to compliance with requirements, provide products by the following:

a. Ultracolor Plus by MAPEI Corporation.

b. Laticrete International, Inc.

c. Bostik, Inc.

2. Compressive Strength: When tested in accordance with ÅSTM C 109 at 110 percent flow.

3. Color: As selected by Commissioner.

4. Applications: All interior joints 5-mm (3/16- inch) wide.

2.7 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.8 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

B. Add materials, water, and additives in accurate proportions.

C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

2. Verify that the substrates for tile floors and walls installed comply with surface finish requirements in ANSI A108.01 for installations indicated.

a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.

b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.

3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.

4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Commissioner.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with medium mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.

B. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 CERAMIC TILE INSTALLATION

A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.

1. For the following installations, follow procedures in the ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:

a. Tile floors consisting of tiles 12 by 12-inches or larger.

b. Tile walls consisting of tiles 12 by 12-inches or larger.

B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.

F. Jointing Pattern: Lay tile in grid pattern offset of not greater than 33-percent. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.

1. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.

2. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.

G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths.

1. Porcelain Tile: 5-mm (3/16- inch).

H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, 6705-mm (264-inches) in both directions. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.

1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

I. Grout Sealer: Apply grout sealer to grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

3.4 CRACK ISOLATION MEMBRANE INSTALLATION

A. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate.

B. Allow crack isolation membrane to cure before installing tile or setting materials over it.

3.5 ADJUSTING AND CLEANING

A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.

B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.

1. Remove grout residue from tile as soon as possible.

2. Clean grout smears and hazes from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.6 PROTECTION

A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.

B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.

C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION 09 30 13

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SECTION 09 51 13

ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products and for each color and texture specified.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to NVLAP.

B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical ceiling area as shown on Drawings.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.

2. Smoke-Developed Index: 450 or less.

2.2 ACOUSTICAL PANEL CEILINGS, GENERAL

A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Acoustical Panel Standard: Comply with ASTM E 1264.

C. Metal Suspension System Standard: Comply with ASTM C 635.

D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL PANELS

A. Manufacturers: Fine Texture panel Ultima 1912 by Armstrong World Industries Inc. or a comparable product of one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corporation.
3. USG Corporation.

B. Classification: Provide panels complying with ASTM E 1264 for Type IV, mineral base with membrane-faced overlay; Form 2, water felted.

1. Pattern: Smooth.
2. Color: White.
3. LR: Not less than 0.90.
4. NRC: Not less than 0.70.
5. CAC: Not less than 35.
6. Thickness: 3/4 inch.
7. Size: 24 by 24 inches.
8. Edge: Beveled Tegular
9. Antimicrobial Treatment: Coating based.

2.4 METAL SUSPENSION SYSTEM

A. Products: Basis-of-Design Product: SUPRAFINE XL by Armstrong World Industries Inc. or a comparable product of one of the following:

1. Chicago Metallic Corporation ; 200 Snap Grid.

2. USG Interiors, Inc .

B. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 coating designation; with prefinished 9/16-inch- wide metal caps on flanges:

1. Structural Classification: ASTM C 635 HD/ Intermediate-duty system.

2. End Condition of Cross Runners: Override (stepped) or butt-edge type.

3. Face Design: Flat, flush.

4. Cap Material: Steel cold-rolled sheet.

5. Cap Finish: Painted white.

C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

C. Suspend ceiling hangers from building's structural members, plumb and free from contact with insulation or other objects within ceiling plenum. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers, use trapezes or equivalent devices. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

END OF SECTION 09 51 13

SECTION 09 65 19

RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Vinyl composition floor tile

2. Vinyl wall base

1.2 ACTION SUBMITTALS

A. Product data: For each type of product indicated.

B. Shop Drawings: For each type of floor tile. Including floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cut-outs.

C. Samples: Full-size units for each color and pattern of floor tile required

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data.

1.4 QUALITY ASSURANCE

A. Fire-Test-response Characteristics: as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq.cm.

1.5 PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer in spaces to receive floor tile.

B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer.

C. Close spaces to traffic during floor tile installation

D. Close spaces to traffic for 48 hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. FloorScore Compliance: Resilient tile flooring shall comply with requirements of FloorScore standard.

B. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Health Services" "Standard Practice of the Testing of Volatile Organic Emission from Various Sources Using Small-Scale Environmental Chambers."

2.2 VINYL FLOOR TILE

A. Bases of Design Products: STRIATIONS BBT® with BioStride BioBased Tile™ Flooring manufactured by Armstrong World Industries, Inc., , as indicated on drawings, color selected from the range currently available from Armstrong World Industries, Inc., or comparable product of other manufacturer:

1. Mannington Commercial
2. Azrock by Tarkett, Inc
3. Johnsonite

B. Tile Standard: ASTM F2982,"Standard Specification for Polyester Composition Floor Tile".

1. Wearing Surface: Smooth.
2. Thickness: 0.125 inch.
3. Size: 12 by 14 inches.
4. Colors and Patterns: As indicated by manufacturer's designations on drawings "Floor Finish Schedule."

2.3 WALL BASE MATERIALS

A. Bases of Design Products: Roppe Corp. vinyl wall base, subject to compliance with requirements, provide one of the products listed on drawings "Finish Schedule", comparable product of other manufacturers:

1. Armstrong World Industries, Inc.
2. Johnsonite
3. Flexco (USA) Inc.

B. Wall Base: ASTM F 1861.

1. Material Requirement: Type TP (rubber, thermoplastic),
2. Manufacturing Method: Group I (solid, homogeneous).
3. Style: B-Cove (base with toe).
4. Minimum Thickness: 0.125 inch.
5. Height: 4 inches.
6. Lengths: Coils in manufacturer's standard length.
7. Outside Corners: Preformed.
8. Inside Corners: Preformed.
9. Finish: Satin.
10. Colors and Patterns: 125 - Fig

2.4 ADHESIVES

A. For Tile Installation System, Full Spread: Provide Resilient Tile Adhesive under the tile and Wall Base Adhesive at the wall base as recommended by the wall base manufacturer.

2.5 ACCESSORIES

A. For patching, smoothing, and leveling monolithic concrete subfloors, provide Fast-Setting Cement-Based Patch and Skim Coat.

B. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.

C. Provide transition/reducing strips tapered to meet abutting materials.

D. Provide threshold of thickness and width as shown on the drawings.

E. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Commissioner from standard colors available.

F. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butt-type metal edge strips for concealed anchorage,

or overlap-type metal edge strips for exposed anchorage. Unless otherwise shown, provide strips made of extruded aluminum with a mill finish.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

B. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.

C. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.

D. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.2 PREPARATION

A. Perform subfloor moisture testing in accordance with ASTM F 2170, "Standard Test Method for Determining Relative Humidity in Concrete Slabs Using *in-situ* Probes" and Bond Tests to determine if surfaces are dry; free of curing and hardening compounds, old adhesive and other coatings; and ready to receive flooring. MVER shall not exceed 5 lbs. /1000 sq. ft. /24 hrs. On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained.

B. Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.

C. Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvent.

D. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects Fast-Setting Cement-Based Patch and Skim Coat as recommended by the flooring manufacturer.

E. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

3.3 INSTALLATION OF TILE FLOORING

A. Install flooring in strict accordance with the procedures found in the tile manufacturer's Installation System at instructions.

B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.

C. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.

D. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.

E. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.

3.4 INSTALLATION OF ACCESSORIES

A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.

B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.

C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

D. Apply overlap edge strips where shown on the drawings, after flooring installation. Secure units to the substrate, complying with the edge strip manufacturer's recommendations.

3.5 CLEANING AND PROTECTION

A. Perform initial maintenance according to the latest edition of the manufacturer's Maintenance Booklet.

B. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

END OF SECTION 09 65 19

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SECTION 09 66 23

EPOXY TERRAZZO FLOOR

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Epoxy terrazzo with divider and accessory strips..

2. Precast terrazzo base.

B. Related Requirements:

1. Provide surface hardware at epoxy terrazzo flooring, Section 08 71 00.

2. Concrete subfloor, Section 03 54 16

3. Backing for precast epoxy terrazzo base shall be 1/2 inch or greater thickness cement board, gypsum board or equivalent, Section 09 29 00

1.2 DEFINITIONS

A. NTMA: National Terrazzo and Mosaic Association, Inc.

1.3 PREINSTALLATION MEETINGS

A. Pre installation Conference: The Contractor shall conduct a conference at project site before installation.

1. The Contractor shall invite pertinent sub-contractors, the commissioner and/or his representatives

2. Review methods and procedures related to terrazzo including, but not limited to, the following:

a. Inspect and discuss condition of substrate and other preparatory work performed by other trades.

b. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

c. Review terrazzo mixes and patterns.

d. Review custom terrazzo mixes, designs and patterns.

e. Coordination with the work of other installers.

1.4 ACTION SUBMITTALS

A. Product Data: Contractor shall submit Product Data for each type of product required for installation including:

1. Strip materials.

2. Sealer.

B. Shop Drawings: Contractor shall prepare and submit Shop Drawings that include plans, elevations, sections, component details and attachments to other work. Include terrazzo installation requirements. Show layout of the following:

1. Divider strips.

2. Terrazzo patterns.

3. Pre-cast Terrazzo Base

C. Samples:

1. Contractor shall prepare and submit a maximum of three samples, sizes 12 by 12 inches for each color and type of terrazzo specified.

2. Contractor shall submit three samples, sizes 12 by 12 inches for each color and type of precast terrazzo specified.

D. Samples for Initial Selection: Contractor shall submit NTMA "Color Palette Brochure" showing full range of colors and patterns available for each terrazzo type.

E. Samples for Verification: Contractor shall prepare and submit samples for each type, material, color and pattern of terrazzo and accessory required showing the full range of color, texture and pattern variations expected.

1. Terrazzo: 12 by 12 inch samples

2. Accessories: 6 inch long Samples of each type and kind of exposed strip item required

3. Precast Terrazzo Wall Base Units: Samples, sizes 12 inches for each color and type of precast terrazzo specified.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: Contractor shall submit two copies of qualification data.

1. Include list of projects indicating name and location of project, name of the Commissioner, name and contact information for Contractor, and name and contact information for Architect.

2. Include letter from NTMA with the name of the Project and name of member, stating current member status.

B. Material Certificates:

1. Epoxy Resin: For each type of resin required indicating that materials meet specification requirements, by manufacturer.

2. Aggregate: For each type of aggregate required indicating compatibility with terrazzo mix, signed by aggregate supplier.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Literature: Contractor shall submit two copies of maintenance recommendations from NTMA.

1.7 QUALITY ASSURANCE

A. Acceptable Epoxy Resin Manufacturer: An Associate Member of the NTMA, experienced in manufacturing epoxy resin in accordance with NTMA standards and with a record of successful in-service performance, as well as sufficient production capacity to produce required materials.

B. Acceptable Contractor: A Contractor Member of NTMA whose work has resulted in construction with a record of successful in-service performance.

1. Installer shall have completed terrazzo installations within the past 3 years of scale and complexity similar to the proposed installation.

C. Terrazzo Standards: Contractor shall furnish materials and install terrazzo according to NTMA's "Terrazzo Specifications and Design Guide" and with written recommendations for terrazzo type indicated unless more stringent requirements are specified.

D. Source Limitations for Aggregates: Contractor shall obtain each color, grade, type and variety of granular materials from sources with resources to provide materials of consistent quality in appearance and physical properties.

1.8 DELIVERY, STORAGE AND HANDLING

A. Materials shall be delivered to Project site in supplier's original wrappings and containers, labeled with source or manufacturer's name, material or product brand name, and lot number if any.

B. Materials shall be stored in their original, undamaged packages and containers, in a location where they will not be exposed to direct sunlight.

1. Epoxy components shall be stored in a space where the ambient temperature can be maintained 60 and 90 deg. F before use.

1.9 PROJECT CONDITIONS

A. Contractor shall provide sufficient water, temporary heat and light, and adequate electric power with suitable outlets connected and distributed for use within 100 feet of any working space.

B. Contractor shall provide temporary enclosures and other suitable methods to protect adjacent spaces from damage during installation.

1. Maintain ambient temperatures in the area to receive terrazzo at not less than 60 deg. F.

2. Maintain adequate ventilation in the area to receive terrazzo.

C. Contractor shall protect other adjacent work from water and dust generated by grinding operations.

1.10 GUARANTEE

A. One year from date of substantial completion of terrazzo installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE

A. Epoxy Resin:

1. Test Specimens: Mix resin materials according to manufacturer's recommendation without aggregate added and cure for 7 days at 75 degrees plus or minus 2 deg. F and 50 percent plus / minus 2 percent relative humidity.

2. Cured test specimens shall meet or exceed the following requirements:

a. Hardness: 60 to 85 per ASTM D 2240, Shore D.

b. Minimum Tensile Strength: 3000 psi per ASTM D 638 for a 2-inch specimen made using a "C" die per ASTM D 412.

c. Minimum Compressive Strength: 10,000 psi per ASTM D 695, Specimen B cylinder.

d. Chemical Resistance: No deleterious effects by contaminants listed below after seven-day immersion at room temperature per ASTM D 1308.

1) Distilled Water.

2) Mineral Water.

3) Isopropanol.

4) Ethanol.

5) Soap solution at 1 percent.

6) Sodium hydroxide at 10 percent solution.

7) Hydrochloric acid at 10 percent solution.

8) Hydrochloric acid at 30 percent solution.

9) Detergent Solution at 0.025.

10) Acetic Acid at 5 percent solution.

B. Epoxy Resin with Aggregate:

1. Test Specimens:

a. Mix epoxy resin according to manufacturer's recommendations and blend one volume of epoxy resin with 3 volumes of marble aggregate, consisting of:

1) 60 percent No. 1 chip.

2) 40 percent No. 0 chip.

b. Grind and grout with epoxy resin finished to a nominal 1/4 inch thickness.

c. Cure specimens 7 days at 75 deg. F plus / minus 2 deg. and 50 percent plus / minus 2 percent relative humidity.

2. Cured epoxy terrazzo specimens shall nominally meet the following requirements:

a. Flammability: Self- extinguishing, extent of burning 1/4 inch maximum according to ASTM D 635.

b. Coefficient of Linear Thermal Expansion: 0.0025 inch/inch per deg F for temperature range of minus 12 to plus 140 deg F per ASTM D 696.

C. Bond Strength of Epoxy Terrazzo: 300 lb. failure according to field test method for surface soundness and adhesion as described in ACI Committee No. 403 Bulletin.

2.2 MATERIALS

A. Epoxy Resin Matrix: Two-component, high solids product complying with specified performance requirements.

1. Color: As required for mix indicated.

B. Primer: As recommended, manufactured and supplied by epoxy resin manufacturer.

C. Aggregates: Marble and synthetic ships.

1. Comply with NTMA gradation standards.

2. Abrasion and Impact Resistance: Loss of 40 percent or less when tested according to ASTM C 131 (LA Abrasion).

3. Aggregates shall contain no deleterious or foreign matter.

D. Divider Strips:

1. Material: Brass.

2. Strip Thickness: 16 gauge.

3. Type: "L" strip: 3/8 inch by 1/2 inch.

4. Width: 1/2 inch

5. Depth: As required by terrazzo thickness

6. Length: As indicated

7. Color: as selected by Commissioner.

2.3 PRECAST TERRAZZO

A. Precast Terrazzo Base: Minimum 3/8-inch-thick, epoxy terrazzo units cast in maximum lengths possible, but not less than 36 inches. Comply with precast manufacturer's written recommendations for fabricating precast terrazzo base units in sizes and profiles indicated.

1. Type: Straight

2. Top Edge: Beveled with polished top surface

3. Outside Corner Units: With finished returned edges or mitered at outside corner.

4. Color, Pattern, and Finish: Match adjacent poured-in-place terrazzo flooring.

B. Setting Materials for Precast Terrazzo: One of the following acceptable to the manufacturer of precast terrazzo units.

1. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.

2. Epoxy Adhesive: Two component, compatible with terrazzo units and substrate.

2.4 MISCELLANEOUS ACCESSORIES

A. Sealer: Contractor shall provide a non-ambering, clear sealer that is chemically neutral; does not impair terrazzo aesthetics or physical properties; is recommended by terrazzo matrix manufacturer. Sealers shall comply with the following:

1. Comply with requirements of authorities having jurisdiction.

2. Surface Friction: Not less than 0.6 (ADA) according to ASTM D 2047.

3. Water Based Sealer Properties: With pH factor between 7 and 10.

4. Solvent Based Sealer Properties: Flashpoint at 80 deg. F or above according to ASTM D 56.

B. Crack Suppression/Isolation Membrane: As recommended, produced and supplied by approved terrazzo resin formulator, having minimum 120 percent elongation potential per ASTM D 412.

2.5 MIXES

A. Terrazzo Selection: Contractor shall provide standard terrazzo mix(es) according to the following:

1. Mix Color: As selected by Commissioner from NTMA color plates

a. Color for Base: Same as flooring

2. Custom Mix Color and Pattern: Match Commissioner's sample

B. Proportions for Epoxy Terrazzo Topping: Comply with resin supplier's recommendations.

C. Mixing of Terrazzo Topping: Mix epoxy components with aggregates in accordance with manufacturer's recommendations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The Contractor shall examine substrates and areas, with all present, for compliance with requirements for installation tolerances and other conditions affecting performance of the work.

1. Slab Flatness Tolerance: Subfloor is not to vary more than 1/4 inch from true plane in a 10 foot span.

2. Cracks: Locate cracks and joints in concrete substrates. Verify location of control joints and expansion joints in epoxy terrazzo flooring.

a. If required to prevent cracks in concrete substrates transmitting through epoxy terrazzo flooring, the Contractor shall make a written recommendation to install a crack suppression membrane and include specific recommendations on type and location.

B. The Contractor shall retain the services of an independent testing laboratory to verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to epoxy resin manufacturer's written instructions.

1. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

2. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. of slab area in 24 hours.

3. If required to prevent moisture vapor transmission in concrete substrates, the Contractor shall make a written recommendation to install moisture mitigation materials and include specific recommendations on type and location.

C. Alkalinity and Adhesion Testing: The Contractor shall retain the services of an independent testing laboratory to verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.

D. The Contractor shall be responsible for correcting non-conforming concrete substrates using materials compatible with epoxy terrazzo flooring system and as approved by the Contractor.

1. Materials used to correct nonconforming conditions must be compatible with the selected epoxy system and be approved by the manufacturer of epoxy resin materials and Contractor.

E. Contractor shall proceed with installation only after unsatisfactory conditions, including levelness tolerances, cracking, excessive moisture vapor transmission, and alkalinity have been corrected.

3.2 PREPARATION

A. Contractor shall broom clean area to receive terrazzo to remove loose chips and all foreign matter.

B. Contractor shall mechanically abrade concrete surface.

C. Contractor shall provide flexible epoxy crack isolation/suppression membrane: Cost for materials and installation for installation over not more than five percent of the floor area receiving epoxy terrazzo shall be included in the Base Bid.

3.3 POURED-IN-PLACE TERRAZZO INSTALLATION

A. Strip Materials: Contractor shall install strip materials as follows:

1. Divider and Control-Joint Strips:
   a. Locate divider strips in locations indicated.
   b. Install control joint strips back to back in locations indicated.
   c. Install strips in epoxy adhesive without voids below strips.
2. Accessory Strips: Install as required to provide a complete installation.

B. Placing Terrazzo:

1. Prime subfloor in accordance with manufacturer's recommendations.
2. Proportion and thoroughly blend the materials.
3. Place mixture to achieve specified thickness.

C. Finishing: Contractor shall finish the terrazzo topping as follows:

1. Rough Grinding:
   a. Grind with 24 or finer grit stones or with comparable diamond abrasives.
   b. Follow initial grind with 60/80 grit stones or with comparable diamond abrasives.
2. Grouting:
   a. Clean terrazzo with clean water and rinse. Allow to dry.
   b. Apply epoxy grout per manufacturer's instructions.
   c. Allow grout to cure.
3. Fine Grinding/Polishing: Grind with 120 grit or with comparable diamond abrasives until all grout is removed from surface.

D. Terrazzo Cleaning: Contractor shall clean finished terrazzo as follows:

1. Remove grinding residue from terrazzo surface.
2. Wash terrazzo surfaces immediately after final grinding of terrazzo flooring with water and allow surfaces to dry thoroughly.

E. Sealing: Contractor shall seal terrazzo according to sealer manufacturer's written instructions.

3.4 PRECAST TERRAZZO INSTALLATION

A. Contractor shall install precast terrazzo units as follows:

1. Precast Terrazzo Base: Use latex-portland cement mortar or water-cleanable, tile-setting epoxy to install precast terrazzo base over substrates indicated according to ANSI 108.5 or ANSI 108.6.

3.5 REPAIR

A. Contractor shall repair terrazzo areas that evidence lack of bond between topping and underbed according to NTMA's written recommendations.

3.6 PROTECTION

A. After application of the sealer, the Work shall be ready for final inspection and acceptance by the City of New York.

B. The Contractor shall protect the finished floor after completing the final grinding and applied sealer to terrazzo surfaces.

END OF SECTION 09 66 23

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 09 72 00

WALL COVERINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vinyl wall covering.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36-inch- long in size.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Low-Emitting Materials: Wall-covering system shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates according to test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 25 or less.

b. Smoke-Developed Index: 50 or less.

2. Fire-Growth Contribution: No flashover and heat and smoke release according to NFPA 265 or NFPA 286.

2.2 VINYL WALL COVERING

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Wolf Gordon

2. Dream Scapes.

3. Or approved equal

B. Description: Provide mildew-resistant products in rolls from same production run and complying with the following:

1. FS CCC-W-408D and CFFA-W-101-D for Type II, Medium-Duty products.

2. ASTM F 793 for peelable or strippable wall coverings.

a. Category: II, Decorative with Medium Serviceability.

C. Total Weight: 20 oz. per lineal yard.

D. Vinyl weight: 17.0oz. Per lineal yard

E. Fabric Weight: 2.7oz. Per lineal yard

F. Thickness: 0.015 to 0.030 in.

G. Width: 54 inches.

H. Backing: Manufacturers standard.

I. Stain-Resistant Coating: Manufacturers standard..

J. Colors, Textures, and Patterns: Match Architect's samples.

2.3 ACCESSORIES

A. Adhesive: Mildew-resistant, nonstaining, strippable adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.

1. Adhesive shall have a VOC content of 50 g/L or less.

2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." or approved

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with manufacturer's written instructions for surface preparation.

B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, mildew, and incompatible primers.

C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.

1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.

2. Plaster: Allow new plaster to cure. Neutralize areas of high alkalinity. Prime with primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.

3. Metals: If not factory primed, clean and apply primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.

4. Gypsum Board: Prime with primer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.

5. Painted Surfaces: Treat areas susceptible to pigment bleeding.

D. Check painted surfaces for pigment bleeding. Sand gloss, semigloss, and eggshell finish with fine sandpaper.

E. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

F. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.2 WALL-COVERING INSTALLATION

A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.

B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.

C. Install strips in same order as cut from roll.

D. Install wall covering without lifted or curling edges and without visible shrinkage.

E. Match pattern 72 inches above the finish floor.

F. Install seams vertical and plumb at least 6 inches from outside corners and 6 inches from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.

G. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.

H. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

I. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.

J. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 09 72 00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
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6/20/2014

SECTION 09 91 23

INTERIOR PAINTING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Interior Primer.

B. Interior Paint.

C. Wall Preparation.

1.2 RELATED SECTIONS

A. Section 04 01 40 - Interior Stone Restoration.

B. Section 05 50 00 - Metal Fabrications.

C. Section 09 29 00 - Gypsum Board

1.3 REFERENCES

A. Green Promise © 2010

B. Green Seal Standard GS-11; May 20, 1993.

C. MPI (APL) - Master Painters Institute.

D. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168; October 3, 2003.

E. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; 1993, Third Edition.

F. SSPC (PM2) - Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings; 1995, Seventh Edition.

G. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.4 SUMMARY

A. This Section includes surface preparation and field painting of exposed interior items and surfaces (P #).

1. 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 these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surface. If a color of finish is not indicated, 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 supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. Prefinished items include the following factory-finished components:

a. Architectural woodwork.

b. Acoustical ceilings.

c. Finished mechanical and electrical equipment.

d. Light fixtures.

2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:

a. Furred areas.

b. Ceiling plenums.

c. Utility shafts.

d. Pipe spaces.

e. Duct shafts.

3. Finished metal surfaces include the following:

a. Anodized aluminum.

b. Stainless steel.

c. Chromium plate/.

d. Bronze and brass.

4. Operating parts include moving parts of operating equipment and the following:

   a. Valve and damper operators.

   b. Linkages.

   c. Sensing devices.

   d. Motor and fan shafts.

5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.5 DEFINITIONS

A. Paints are available in a wide range of sheens or glosses, as measured by a gloss meter from a 60 degree angle from vertical, as a percentage of the amount of light that is reflected. The following terms are used to describe the gloss of our products.

1. Flat - Less than 5 units.

2. Matte - 0 - 10 units.

3. Eggshell - 10 - 25 units.

4. Satin - 20 - 35 units.

5. Semi-Gloss - 35 - 70 units.

6. Gloss - 70 - 85 units.

1.6 SUBMITTALS

A. Product Data: Provide a complete list of all products to be used, with the following information for each:

   1. Manufacturer's name, product name and/or catalog number, and general product category.

   2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.

B. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.

C. Manufacturer's Instructions: Indicate special surface preparation procedures.

D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: a single manufacturer with a minimum of three (3) years experience will supply all primary products specified in this section.

B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of three (3) years demonstrated experience in installing products of the same type and scope as specified.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish areas designated by the Commissioner.

2. Do not proceed with remaining work until Architect approves workmanship, color, and sheen.

3. Refinish mock-up area as required to produce acceptable work.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

C. Disposal:

1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.

2. Do not incinerate closed containers.

3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

A. At project closeout, provide to the Commissioner or his representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.11 EXTRA MATERIALS

A. At project closeout, supply the Commissioner or his representative one gallon of each product for touch-up purposes.

B. At project closeout, provide the color mixture name and code to the Commissioner or his representative for accurate future color matching.

PART 2 -PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured by Benjamin Moore & Co or as indicated in "Interior Painting Schedule" or comparable products by one of the following:

B. Approved Manufacturers

1. PPG Industries, Inc. (Pittsburgh Paints)

2. Sherwin-Williams Company (The)

3. M.A.B. Paints

2.2 MATERIALS – GENERAL

A. Volatile Organic Compound (VOC) Content:

1. Provide coatings that comply with the most stringent requirements specified in the following:

a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings

b. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.

B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

C. Where paint is to be sprayed, thin according to manufacturer's current guidelines.

2.4 INTERIOR PRIMERS

A. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.

1. Benjamin Moore; Regal FirstCoat Interior Latex Primer & Underbody No. 216: Applied at a dry film thickness of not less than 1.0 mil.

2. M. A. B. Paint; Rich Lux Prime Fast 037-138: Applied at a dry film thickness of not less than 1.5 mils.

3. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.

4. Sherwin-Williams; PrepRite 200 Latex Wall Primer B28W200 Series: Applied at a dry film thickness of not less than 1.6 mils.

B. Interior Wood Primer for Acrylic-Enamel and Semigloss Alkyd-Enamel Finishes: Factory-formulated alkyd- or acrylic-latex-based interior wood primer.

1. Benjamin Moore; Moore's Alkyd Enamel Underbody No. 217: Applied at a dry film thickness of not less than 1.4 mils.

2. M. A. B. Paint; Rich Lux Latex Undercoat 037-154: Applied at a dry film thickness of not less than 1.5 mils.

3. Pittsburgh Paints; 6-855 SpeedHide Latex Enamel Undercoater: Applied at a dry film thickness of not less than 1.0 mil.

4. Sherwin-Williams; PrepRite Classic Interior Primer B28W101 Series: Applied at a dry film thickness of not less than 1.6 mils.

C. Interior Ferrous-Metal Primer: Factory-formulated quick-drying rust-inhibitive alkyd-based metal primer.

1. Benjamin Moore; IronClad Alkyd Low Lustre Medal and Wood Enamel No. 163: Applied at a dry film thickness of not less than 1.3 mils.

2. M. A. B. Paint; Rust-O-Lastic Anti-Corrosive Primer 073-132: Applied at a dry film thickness of not less than 2.0 mils.

3. Pittsburgh Paints; 7-858 Pittsburgh Paints Industrial Rust Inhibitive Steel Primer: Applied at a dry film thickness of not less than 1.5 mils.

4. Sherwin-Williams; Kem Kromik Universal Metal Primer B50NZ6/B50WZ1: Applied at a dry film thickness of not less than 3.0 mils.

D. Interior Zinc-Coated Metal Primer: Factory-formulated galvanized metal primer.

1. Benjamin Moore; IronClad Latex Low Lustre Metal and Wood Enamel No. 363: Applied at a dry film thickness of not less than 1.6 mils.

2. M. A. B. Paint; Rust-O-Lastic Hydro-Prime II Acrylic (DTM) Maintenance Primer 073-189: Applied at a dry film thickness of not less than 2.0 mils.

3. Pittsburgh Paints; 90-709 Pitt-Tech One Pack Interior/Exterior Primer/Finish DTM Industrial Enamel: Applied at a dry film thickness of not less than 3.0 mils.

4. Sherwin-Williams; primer not required over this substrate.

2.5 INTERIOR FINISH COATS

A. Interior Flat Acrylic Paint: Factory-formulated flat acrylic-emulsion latex paint for interior application.

1. Benjamin Moore; Regal Wall Satin No. 215 Premium Interior Finishes Flat Finish: Applied at a dry film thickness of not less than 1.3 mils.

2. M. A. B. Paint; Rich Lux Wal-Shield Latex Flat 041 Line: Applied at a dry film thickness of not less than 1.5 mils.

3. Pittsburgh Paints; 80-Line Wallhide Interior Wall Flat Latex Paint: Applied at a dry film thickness of not less than 1.2 mils.

4. Sherwin-Williams; SuperPaint Interior Latex Flat Wall Paint, A86 Series: Applied at a dry film thickness of not less than 1.5 mils.

B. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel.

1. Benjamin Moore; Moore's Regal AquaVelvet No. 319: Applied at a dry film thickness of not less than 1.4 mils.

2. M. A. B. Paint; Rich Lux Low Lustre Latex Enamel 028 Line: Applied at a dry film thickness of not less than 1.5 mils.

3. Pittsburgh Paints; 89-Line Manor Hall Interior Eggshell Wall and Trim: Applied at a dry film thickness of not less than 1.4 mils.

4. Sherwin-Williams; SuperPaint Interior Latex Satin Wall Paint A87 Series: Applied at a dry film thickness of not less than 1.6 mils.

C. Interior Semigloss Acrylic Enamel: Factory-formulated semigloss acrylic-latex enamel for interior application.

1. Benjamin Moore; Regal AquaGlo No. 333 Premium Interior Finishes Latex Semi- Gloss: Applied at a dry film thickness of not less than 1.3 mils.

2. M. A. B. Paint; Rich Lux Semi-Gloss Latex Enamel 023 Line: Applied at a dry film thickness of not less than 1.5 mils.

3. Pittsburgh Paints; 88-110 Satinhide Interior Enamel Wall & Trim Lo-Lustre Semi- Gloss Latex: Applied at a dry film thickness of not less than 1.1 mils.

4. Sherwin-Williams; SuperPaint Interior Latex Semi-Gloss Enamel A88 Series: Applied at a dry film thickness of not less than 1.6 mils.

2.6 INTERIOR PAINT SCHEDULE

A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:

1. Flat Acrylic Finish: Two finish coats over a primer.

a. Primer: Interior gypsum board primer.

b. Finish Coats: Interior flat acrylic paint.

2. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior gypsum board primer.

b. Finish Coats: Interior low-luster acrylic enamel.

3. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior gypsum board primer.

b. Finish Coats: Interior semigloss acrylic enamel.

B. Ferrous Metal: Provide the following finish systems over ferrous metal:

1. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior ferrous-metal primer.

b. Finish Coats: Interior low-luster acrylic enamel.

2. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior ferrous-metal primer.

b. Finish Coats: Interior semigloss acrylic enamel.

C. Zinc-Coated Metal: Provide the following finish systems over interior zinc-coated metal surfaces:

1. Low-Luster Acrylic-Enamel Finish: over a primer.

a. Primer: Interior zinc-coated metal primer.

b. Finish Coats: Interior low-luster acrylic enamel.

2. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.

a. Primer: Interior zinc-coated metal primer.

b. Finish Coats: Interior semigloss acrylic enamel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Ensure that surfaces to receive paint are dry immediately prior to application.

C. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.

1. Concrete and Masonry: 13 percent. Allow new concrete to cure a minimum of 28 days.

2. Exterior Wood: 17 percent.

3. Interior Wood: 15 percent.

4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.

5. Plaster and Gypsum: 15 percent.

6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.

D. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.

E. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application

3.2 PREPARATION – GENERAL

A. Clean surfaces thoroughly prior to coating application.

B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.

C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.

D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.

E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.

F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.

G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.

H. Protect adjacent surfaces not indicated to receive coatings.

I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

A. Concrete and Concrete Masonry: Clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.

B. Concrete Floors: Remove contaminants which could impair coating performance or appearance. Verify moisture transmission and alkaline-acid balance recommended by coating manufacturer; mechanically abrade surface to achieve 80-100 grit medium-sandpaper texture.

C. Existing Coatings:

1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

2. If presence of lead in existing coatings is suspected, cease surface preparation and notify the Commissioner immediately.

D. Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.

E. Masonry Surfaces - Restored: Remove loose particles, sand, efflorescence, laitance, cleaning compounds and other substances that could impair coating performance or appearance.

F. Metals - Ferrous, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.

G. Metals - Ferrous, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.

H. Metals - Galvanized Steel (not passivated): Clean with a water-based industrial strength cleaner, apply an adhesion promoter followed by a clean water rinse. Alternately, wipe down surfaces using clean, lint-free cloths saturated with xylene or lacquer thinner; followed by wiping the surface dry using clean, lint-free cloths.

I. Metals - Galvanized Steel, Passivated: Clean with water-based industrial strength cleaner. After the surface has been prepared, apply recommended primer to a small area. Allow primer to cure for 7 days, and test adhesion using the "cross-hatch adhesion tape test" method in accordance with ASTM D 3359. If the adhesion of the primer is positive, proceed with a recommended coating system for galvanized metal.

J. Plaster: Repair cracks, holes and other surface defects as required to maintain proper surface adhesion. Apply patching plaster or Joint compound and sand to produce surface flush with adjacent undamaged surface. Allow a full cure prior to coating application as recommended by the patching compound manufacturer's recommendations.

K. Wood:

1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.

2. Apply primer coat to back of wood trim and paneling. Wood Doors: Seal door tops and bottoms prior to finishing.

3.4 APPLICATION - GENERAL

A. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated

surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.

B. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.

C. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).

D. Remove dust and other foreign materials from substrate immediately prior to applying each coat.

E. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.

F. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.

G. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

H. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

I. Mechanical items to be painted include, but are not limited to, the following:

1. Uninsulated metal piping.
2. Uninsulated plastic piping.
3. Pipe hangers and supports.
4. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
5. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

J. Electrical items to be painted include, but are not limited to, the following:

1. Panelboards.
2. Electrical equipment that is indicated to have a factory-primed finish for field painting.

3.5 CLEANING

A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.

B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.

C. Reconnect equipment adjacent to surfaces indicated to receive coatings.

D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.

E. Remove protective materials.

3.6 PROTECTION

A. Protect completed coating applications from damage by subsequent construction activities.

B. Repair to the Commissioner's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Commissioner's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.

END OF SECTION 09 91 23

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 10 28 13

ELECTRIC HAND DRYER

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Electric hand dryers.

1.2 RELATED SECTIONS

A. Section 09 30 13 – Ceramic Tiling.

B. Section 10 28 13- Toilet Accessories.

C. Division 16 - Electrical.

1.3 REFERENCES

A. Americans with Disabilities Act (ADA): Americans with Disabilities Act Accessibility Guidelines.

B. American National Standards Institute (ANSI) A117: Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.

C. Fair Housing Amendments Act of 1988: Accessibility Guidelines, Federal Register Volume 56, Number 44.

D. International Building Code (IBC): Chapter11, Accessibility.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings:

1. Plans: Locate each specified unit in plan with room identification and layout.
2. Elevations: Indicate mounting height of each product.

3. Details: Indicate anchoring and fastening details, required locations and types of anchors and reinforcement, and materials required for installation.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Ship products in manufacturer's standard protective packaging with removable protective coating on exposed surfaces.

B. Storage and Protection: Store products in manufacturer's protective packaging in a dry, climate controlled environment until installation.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 WARRANTY

A. 5 Year Warranty: Component parts of hand dryers shall be warranted to be free of defects in material and workmanship for a period of 5 years, except brushes which are warranted for 3 years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers: Dyson.

B. Bradley- Activation Dryer #2897-280000

C. Xlerator Electric- Excel Dryer

2.2 ELECTRIC HAND DRYERS

A. Model #: Dyson AB14-G Airblade dB Hand Dryer, 110-120V, Polycarbonate ABS, Energy Efficient Hand Dryer, Grey

1. Electrical Requirements:

a. Input voltage/Frequency: 120-127V 50 & 60 Hz

b. Rated power: 1400 W

c. Motor type: Dyson digital motor V4 – brushless DC Motor

d. Motor switching rate: 6,100 per second

e. Motor speed: 92,000 rpm

f. Operating temperature range: 32°– 104°F

g. Standby power consumption: Less than 0.5 W

2. Construction

a. Casing construction: Polycarbonate-ABS casing

b. Antimicrobial coating type: Antimicrobial molded additive in fascia and blades.

c. Bacterial reduction rate from external surfaces: Up to 99.9% over 24 hours.

d. Color finish: Gray

e. Light reflective value 77.4

f. Galvanized steel back plate/mounting bracket

g. Exterior screw type: Anti-tamper M6 machine screw

h. Water ingress protection to IP35

3. Filter

a. HEPA filter (glass fiber and fleece prelayer)

b. Bacteria removal 99.97% at 0.3 microns

4. Operation

a. Touch-free infra-red activation.

b. Hand dry time measurement: 12 seconds (Measurement based on National Sanitation Foundation Protocol P335)

c. Operation lock-out period: 30 seconds

d. Airspeed at apertures: 420 mph

e. Operating airflow: Up to 9.25 gallons/s

f. Airspeed at apertures: 420 mph

g. Operating airflow: Up to 9.25 gallons/s

h. Sound power level: 81dB(A)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. For masonry walls use expansion bolts or anchors for 1/4 inch (6mm) screws.

C. Electrical service is supplied and connected (by others) prior to installing cover. Cover is secured to back plate with two hex socket security screws (supplied).

D. For compliance with ADA Accessibility Guidelines, unit shall be installed as recommended by the manufacturer.

E. For general utility install unit as recommended by the manufacturer.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 10 28 13

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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SECTION 10 28 13.13

COMMERCIAL TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Public-use washroom accessories.

1.2 RELATED SECTIONS

A. Section 10 28 13- Electric Hand Dryer.

B. Section 09 30 13 - Ceramic Tiling

1.3 REFERENCES

A. American National Standards Institute (ANSI):

1. ANSI A 117.1 - Accessible and Usable Buildings and Facilities.

B. ASTM International (ASTM):

1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

2. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.

3. ASTM A 1008/A 1008M- Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.

4. ASTM B 456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium.

5. ASTM C 1503 - Standard Specification for Silvered Flat Glass Mirror.

6. ASTM F 446 - Standard Consumer Safety Specification for Grab Bars and Accessories Installed in the Bathing Area.

C. US Federal Government:

1. U.S. Architectural & Transportation Barriers Compliance Board. Americans with Disability Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities.

1.4 ACTION SUBMITTALS

A. Product Data: For each product:

1. Manufacturer's product data sheets indicating operating characteristics, materials and finishes. Mark each sheet with product designation.

2. Mounting requirements and rough-in dimensions.

1.5 INFORMATION SUBMITTALS

A. Sample warranty.

B. Operation, care and cleaning instructions.

1.6 MAINTENANCE SUBMITTALS

A. Furnish indicated spare parts that are packaged with identifying labels listing associated products.

B. Operation and Maintenance data.

1.7 QUALITY ASSURANCE

A. Source Limitations: For products listed together in the same Part 2 articles, obtain products from single source from single manufacturer.

B. Manufacturer Qualifications: Approved manufacturer listed in this section, with minimum 3 years experience in the manufacture of product types. Manufacturers seeking approval must submit the following:

1. Product data, including test data from qualified independent testing agency indicating compliance with requirements.

2. Samples of each component of product specified.

3. List of successful installations of similar products available for evaluation by Architect.

C. Accessibility Requirements: Comply with requirements of ADA/ABA and with requirements of authorities having jurisdiction.

1.8 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage or frame corrosion defects within specified warranty period.

1. Warranty Period: 3 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Products: Subject to compliance with requirements, provide commercial toilet accessories manufactured by Bradley or approved equal.

1. Submit comparable products of one of the following for approval by Commissioner:

a. American Specialties Inc

b. Bobrick Washroom Equipment Inc.

2.2 MATERIALS

A. Stainless Steel: ASTM A 666 Type 304 (18-8); satin finish exposed surfaces unless otherwise indicated.

B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS, manufacturer's standard thickness.

C. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating, manufacturer's standard thickness.

D. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

E. Fasteners:

1. Exposed: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant.

2. Concealed: Galvanized steel.

F. Chrome Plating: ASTM B 456, Service Condition Number SC 2, moderate service.

G. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

H. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.3 PUBLIC-USE WASHROOM ACCESSORIES

A. Toilet Tissue Roll Dispenser, Recess Mount:

1. Basis of Design: Bradley Corp., Model 5103

2. Application: At each water closet, unless otherwise indicated.

3. Capacity: Single roll.
4. Finish and Base Material: Satin-finish stainless steel with polymer spindles.
5. Roll Access: Under hinged cover.
6. Delivery: Non-Controlled.
7. Mounting: Surface-mounted.
8. Service Access: Vandal resistant lock.
9. Finish and Base Material: Satin finish stainless steel, with polymer spindles.

B. Waste Receptacle, Freestanding WR:

1. Basis of Design: Bradley Corp., Model 377: Free-standing waste receptacle, satin stainless steel with seamless welded construction, equipped with vinyl wall bumper strip and rubber feet. 13 gal. 22 ga. capacity. Hinged satin stainless steel swing top.
2. Location: As indicated.
3. Capacity: 13 gal.
4. Material and Finish: Stainless steel, 22 ga., No. 4 finish (satin).
5. Receptacle: 22 ga., seamless, with vinyl wall bumper strip and rubber feet.
6. Swing top: Stainless steel, with 2-side access.

C. Fixed Grab Bars GB36,

1. Basis of Design, Fixed Grab Bar: Bradley Corp., Model 812 series 1-1/2 inch (38 mm) diameter
2. Application: Where indicated.
3. Mounting: Flanges with concealed fasteners.
4. Material: Stainless steel, 0.05 inch (1.27 mm) thick.
5. Length: As indicated.
6. Finish: Satin.
7. Mounting: Recessed mounted.

D. Mirror Unit (ADA Toilet):

1. Basis of Design: Bradley Corp., Model 7405

2. Size and Application: 18 by 36 inches

3. Frame: Stainless steel channel, mitered and welded, with tamper- and theft-resistant installation.

4. Mirror:

   a. 1/4 inch (6 mm) thick, float glass, triple silvered, electro-copper plated with baked enamel finish.

E. Mirror Unit (Toilet Room):

1. Basis of Design: Bradley Corp., Model 747F

2. Size and Application: 24 by 36 inches.

3. Frame: Frameless.

4. Mirror:

   a. 1/4 inch (6 mm) thick, float glass and thermosetting infrared-cured paint backing. Manufactured in accordance with ASTM C 1036 and ASTM C 1503. Edges ground and polished smooth.

F. Robe Hook RH:

1. Basis of Design: Bradley Corp., Model # B-211

2. Description: Hook and Flange are one-piece casting.

3. Material and Finish: brass with satin nickel-plated finish to match stainless steel.

4. Location: One in each toilet room.

2.4 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to the Commissioner.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Assemble fixtures and associated fittings and trim in accordance with manufacturer's instructions.

B. Install supports attached to building structure for equipment requiring supports.

C. Grab Bars: Install grab bars to withstand downward force of not less than 250 lbf (1112 N) per ASTM F 446.

D. Install equipment level, plumb, and firmly in place in accordance with manufacturer's rough-in drawings.

3.2 CLEANING AND PROTECTION

A. Repair or replace defective work, including damaged equipment and components.

B. Clean unit surfaces, and leave in ready-to-use condition.

C. Turn over keys, tools, maintenance instructions, and attic stock to the Commissioner.

3.3 TESTING AND ADJUSTING

A. Test each piece of equipment provided with moving parts to assure proper operation, freedom of movement, and alignment. Install new batteries in battery-powered items.

B. Repair or replace malfunctioning equipment, or equipment with parts that bind or are misaligned.

END OF SECTION 10 28 13.13

SECTION 10 44 13

FIRE EXTINGUISHER CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included: The Work of this Section shall include but not be limited to the following:

1. Portable, hand-carried fire extinguishers

2. Fire protection cabinets for fire extinguishers.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For fire protection cabinets. Include plans, elevations, sections, details, and attachments to other work.

C. Samples: For each exposed product and for each color and texture specified.
Maintenance data.

1.3 QUALITY ASSURANCE

A. Coordinate size of fire protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

B. Coordinate sizes and locations of fire protection cabinets with wall depths.
NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

C. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
Coordinate type and capacity of fire extinguishers with fire protection cabinets to ensure fit and function.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure of hydrostatic test according to NFPA 10.

b. Faulty operation of valves or release levers.

2. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.

B. Stainless-Steel Sheet: ASTM A 666, Type 304.

C. Tempered Float Glass: ASTM C 1048, Kind FT, Condition A, Type I, Quality q3, 3 mm thick, Class 1 (clear).

D. Cabinet Type: Suitable for fire extinguisher.

1. Products: Subject to compliance with requirements, provide one of the following:

a. L. Industries, Inc., a division of Activar Construction Products Group;.

b. Kidde Residential and Commercial Division, Subsidiary of Kidde plc;.

c. Larsen's Manufacturing Company;.

d. Potter Roemer LLC;.

E. Cabinet Construction: Nonrated.

F. Cabinet Material: Stainless-steel sheet.

G. Recessed Cabinet: Cabinet box recessed in walls of sufficient depth to suit style of trim indicated.

1. Trimless with Concealed Flange: Surface of surrounding wall finishes flush with exterior finished surface of cabinet frame and door, without overlapping trim attached to cabinet. Provide recessed flange, of same material as box, attached to box to act as drywall bead.

H. Door Material: Stainless-steel sheet. Door Style: Vertical duo panel with frame.

I. Door Glazing: Tempered float glass (clear).

J. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

K. Accessories:

1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.

2. Break-Glass Strike: Manufacturer's standard metal strike, complete with chain and mounting clip, secured to cabinet.

3. Door Lock: Cam lock that allows door to be opened during emergency by pulling sharply on door handle.

4. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as directed by the Commissioner.

   a. Identify fire extinguisher in fire protection cabinet with the words "FIRE EXTINGUISHER."

      1) Location: Applied to cabinet door.

      2) Application Process: Silk-screened.

      3) Lettering Color: Black.

      4) Orientation: Vertical.

L. Finishes:

1. Manufacturer's standard baked-enamel paint for the following:

   a. Interior of cabinet.

2. Stainless Steel: No. 4.

2.2 FABRICATION

A. Fire Protection Cabinets: Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Miter and weld joints and grind smooth.

2.3 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Available Manufacturers:

1. JL Industries, Inc.

2. Kidde Fyrnetics.

3. Larsen's Manufacturing Company.

4. Potter Roemer; Div. of Smith Industries, Inc.

B. General: Provide fire extinguishers of type, size, and capacity for each fire-protection cabinet indicated.

1. Valves: Manufacturer's standard.

a. Handles and Levers: Manufacturer's standard.

b. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B and bar coding for documenting fire extinguisher location, inspections, maintenance, and recharging.

C. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-lb nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine walls and partitions for suitable framing depth and blocking where recessed cabinets will be installed and prepare recesses as required by type and size of cabinet and trim style.

B. Install fire protection cabinets in locations and at mounting heights indicated
Fire Protection Cabinets: Fasten cabinets to structure, square and plumb.

C. Identification: Apply at locations indicated.

D. Adjust fire protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

E. Replace fire protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 10 44 13

SECTION 12 24 13

ROLLER WINDOW SHADES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Sunscreen roller shades.

1.2 RELATED SECTIONS

A. Section 06 10 53 - Rough Carpentry: Wood blocking and grounds for mounting roller shades and accessories.

B. Section 09 29 00- Gypsum Board: Coordination with gypsum board assemblies for installation of shade pockets, closures and related accessories.

C. Section 09 51 13- Acoustical Ceilings: Coordination with acoustical ceiling systems for installation of shade pockets, closures and related accessories.

1.3 REFERENCES

A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. NFPA 70 - National Electrical Code.

C. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.4 SUBMITTALS

A. Product Data : Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
3. Storage and handling requirements and recommendations.
4. Mounting details and installation methods.
5. Typical wiring diagrams including integration of motor controllers with building management system, audiovisual and lighting control systems as applicable..

B. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances, wiring diagrams and relationship to adjacent work.

1. Prepare shop drawings on Autocad format using base sheets provided electronically by the Commissioner.

C. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings and include opening sizes and key to typical mounting details.

D. Selection Samples: For each finish product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shadecloth sample and aluminum finish sample as selected. Mark face of material to indicate interior faces.

F. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of three years experience in manufacturing products comparable to those specified in this section.

B. Installer Qualifications: Installer trained by the manufacturer with a minimum of three years experience in installing products comparable to those specified in this section.

C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.

D. Electrical Components: NFPA Article 100 listed and labeled by either UL or ETL or other testing agency acceptable to authorities having jurisdiction, marked for intended use, and tested as a system. Individual testing of components will not be acceptable in lieu of system testing.

E. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, and ATCC9645.

F. Mock-Up: Provide a mock-up of one roller shade assembly for evaluation of mounting, appearance and accessories.

1. Locate mock-up in window designated by Architect.

2. Do not proceed with remaining work until, mock-up is accepted by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in the Window Treatment Schedule.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.8 WARRANTY

A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating twenty-five year limited warranty.

B. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.

C. Roller Shade Installation: One year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:

1. MechoShade Systems, Inc., (spec standard)
2. Sol-R-Veil, Inc.
3. Shade Technologies, Inc
4. or approved equal

2.2 ROLLER SHADE TYPES

A. Manually Operated Shades:

1. Mounting: Recess mounted with ceiling pocket and fascia.
2. Configuration: Single solar shadecloth.
3. Solar Shadecloths:
   a. Fabric: ThermoVeil 1800, 15 percent open, linear-weave pattern.
   b. Color: Selected from manufacturer's standard colors.

2.3 SHADE CLOTH

A. Visually Transparent Shadecloth: MechoShade Systems, Inc., ThermoVeil series, single thickness non-raveling 0.030-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (0.457 mm) diameter extruded vinyl yarn comprising of 21 percent polyester and 79 percent reinforced vinyl.

2.4 SHADE BAND

A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.

1. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.

2. Shade Band and Shade Roller Attachment:

a. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades, and less than 2.55 inches (64.77 mm) for motorize shades are not acceptable.

b. Provide for positive mechanical engagement with drive / brake mechanism.

c. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.

d. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.

e. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

2.5 SHADE FABRICATION

A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.

B. Provide battens in standard shades as required to assure proper tracking and uniform rolling of the shadebands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shadecloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.

C. For railroaded shadebands, provide seams in railroaded multi-width shadebands as required to meet size requirements and in accordance with seam alignment as acceptable to Commissioner. Seams shall be properly located. Furnish battens in place of plain seams when the width, height, or weight of the shade exceeds manufacturer's standards.

In absence of such standards, assure proper use of seams or battens as required to, and assure the proper tracking of the railroaded multi-width shadebands.

D. Provide battens for railroaded shades when width-to-height (W:H) ratios meet or exceed manufacturer's standards. In absence of manufacturer's standards, be responsible for proper use and placement of battens to assure proper tracking and roll of shadebands.

2.6 COMPONENTS

A. Access and Material Requirements:

1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.

2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.

3. Use only Delrin engineered plastics by DuPont for all plastic components of shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.

B. Manual Operated Chain Drive Hardware and Brackets:

1. Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.

2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.

3. Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.

4. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.

5. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.

6. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable

7. Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.

8. Drive Bracket / Brake Assembly:

   a. MechoShade Drive Bracket model M5 shall be fully integrated with all MechoShade accessories, including, but not limited to: SnapLoc fascia, room darkening side / sill channels, center supports and connectors for multi-banded shades.

   b. M5 drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.

   c. The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. (22 kg) in the stopped position.

   d. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.

   e. The entire M5 assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.

   f. Drive Chain: #10 qualified stainless steel chain rated to 90 lb. (41 kg) minimum breaking strength. Nickel plate chain shall not be accepted.

2.7 ACCESSORIES

A. Roller Shade Pocket: For recessed mounting in acoustical tile, or drywall ceilings as indicated on the Drawings.

   1. Provide either extruded aluminum and or formed steel shade pocket, sized to accommodate roller shades, with exposed extruded aluminum closure mount, tile support and removable closure panel to provide access to shades.

      a. Provide "Vented Pocket" such that there will be a minimum of four 1 inch (25.4 mm) diameter holes per foot allowing the solar gain to flow above the ceiling line.

B. Pocket Accessories: As indicated on the Drawings.

C. Fascia:

1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.

2. Fascia shall be able to be installed across two or more shade bands in one piece.

3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.

4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.

5. Notching of Fascia for manual chain shall not be acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Commissioner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.

B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

D. Engage Installer to train Commissioner's maintenance personnel to adjust, operate and maintain roller shade systems.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 12 24 13

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SECTION 12 36 23

PLASTIC-LAMINATE-CLAD COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes plastic-laminate countertops.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including panel products and high-pressure decorative laminate.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

C. Samples:

1. Plastic laminates, for each color, pattern, and surface finish.

1.3 INFORMATIONAL SUBMITTALS

A. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Certified participant in AWI's Quality Certification Program.

B. Installer Qualifications: Fabricator of products, certified participant in AWI's Quality Certification Program.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install countertops until, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE COUNTERTOPS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades indicated for construction, installation, and other requirements.

1. Provide labels and certificates from AWI certification program indicating that countertops, including installation, comply with requirements of grades specified.

B. Grade: Premium.

C. High-Pressure Decorative Laminate: NEMA LD 3, Grade HGS.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Abet Laminati Inc.

b. Formica Corporation.

c. Nevamar; a Panolam Industries International, Inc. brand.

d. Pionite; a Panolam Industries International, Inc. brand.

D. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. As indicated by manufacturer's designations on drawings.

E. Edge Treatment: As indicated.

F. Core Material at Sinks: Medium-density fiberboard made with exterior glue or exterior-grade plywood.

G. Core Thickness: 3/4 inch.

1. Build up countertop thickness to 1-1/2 inches at front, back, and ends with additional layers of core material laminated to top.

H. Backer Sheet: Provide plastic-laminate backer sheet, NEMA LD 3, Grade BKL, on underside of countertop substrate.

I. Paper Backing: Provide paper backing on underside of countertop substrate.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.

2. Softwood Plywood: DOC PS 1.

2.3 ACCESSORIES

A. Grommets for Cable Passage through Countertops: As indicated on drawings,, molded-plastic grommets and matching plastic caps with slot for wire passage.

2.4 MISCELLANEOUS MATERIALS

A. Adhesives: Do not use adhesives that contain urea formaldehyde.

B. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. VOC Limits for Installation Adhesives and Sealants: Use products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Wood Glues: 30 g/L.

2. Multipurpose Construction Adhesives: 70 g/L.

3. Structural Wood Member Adhesive: 140 g/L.

4. Architectural Sealants: 250 g/L.

2.5 FABRICATION

A. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of 1 inch over base cabinets, unless otherwise indicate.

B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

C. Shop cut openings to maximum extent possible to receive appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of openings in countertops with a coat of varnish.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.

3.2 INSTALLATION

A. Grade: Install countertops to comply with same grade as item to be installed.

B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.

1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items.

2. Seal edges of cutouts by saturating with varnish.

C. Field Jointing: Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required.

1. Secure field joints in plastic-laminate countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.

D. Install countertops level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

E. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

F. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Install countertops with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.

2. Seal junctures of tops, splashes, and walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

END OF SECTION 12 36 23.13

SECTION 21 05 00

GENERAL FIRE SUPPRESSION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The contractor shall provide all labor and materials required to install, test and place into operation the fire protection systems as called for in the Contract Documents, and according to applicable codes and regulations. The Contractor shall be responsible for all work associated with the design and installation of fire protection systems for this project. This shall include, but not be limited to code review, securing current flow test information, design and layout of fire sprinkler systems and fire standpipe systems, coordination with all trades and building structure, detailed piping layouts prepared in accordance with NFPA and State and Local Authorities, hydraulic calculations proving proper system sizing, pipe sizing, water distribution and required water coverage for all hazards involved with this project. Piping layouts, supports, documents and hydraulic calculations shall be signed and sealed by the contractor's engineer, who shall be licensed in the State of New York and shall be submitted for review by all State and Local agencies involved and response to all review comments.

B. Furnish and install all labor, materials, apparatus and appliances essential to the complete functioning of the systems described and/or indicated herein, or which may be reasonably implied as essential whether mentioned in the Contract Drawings and Specifications or not.

1.2 RELATED DOCUMENTS

A. All work shall be subject to the General Conditions and shall comply with applicable requirements of the Contract.

B. This Section, 21 05 00, governs all requirements as applicable to the fire protection work specified in other Sections of Division 21.

C. Section 09 91 23 - Interior Painting: Execution requirements for piping painting specified by this section.

D. Section 22 05 00 - General Plumbing Requirements.

E. Section 23 05 00 - General Mechanical Requirements.

1.3 REFERENCE STANDARDS

A. New York City Building Code 2008.

B. International Fire Code - 2008, New York Edition (NYCFC).

C. Factory Mutual Global.

D. American Society of Mechanical Engineers:

1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
2. ASME B16.11 - Forged Steel Fittings - Socket-Welding and Threaded.
3. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
4. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
5. ASME B16.25 - Butt Welding Ends.
6. ASME B16.3 - Malleable Iron Threaded Fittings.
7. ASME B16.4 - Gray Iron Threaded Fittings.
8. ASME B16.5 - Pipe Flanges and Flanged Fittings.
9. ASME B16.9 - Factory-Made Wrought Steel Butt Welding Fittings.
10. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.

E. ASTM International:

1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A135 - Standard Specification for Electric-Resistance-Welded Steel Pipe.
3. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
4. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use.
5. ASTM B32 - Standard Specification for Solder Metal.
6. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
7. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.

F. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
2. AWS D1.1 - Structural Welding Code - Steel.

G. American Water Works Association:

1. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in. for Water and Other Liquids.

2. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

3. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.

H. National Fire Protection Association:

1. NFPA 13 (2002) - Installation of Sprinkler Systems, as modified by the International Building Code - 2008, New York Edition.

2. NFPA 14 (2003) - Standard for the Installation of Standpipe, Private Hydrants and Hose Systems, as modified by the International Building Code - 2008, New York Edition.

3. NFPA 20 – Standard for Installation of Stationary Pumps for Fire Protection, as modified by the International Building Code - 2008, New York Edition.

I. NFPA 25 - Standard for Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, as modified by the International Building Code - 2008, New York Edition.

1.4 ABBREVIATIONS

A. Abbreviations:

ABMA	American Boiler Manufacturers Association
AGA	American Gas Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
EPA	Environmental Protection Agency
FM (FMS)	Factory Mutual (Factory Mutual System)
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NAPHCC	National Association of Plumbing, Heating, Cooling Contractors
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NYCBC	New York City Building Code
NYCMC	New York City Mechanical Code
NYCFGC	New York City Fuel Gas Code
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
U.L.	Underwriters Laboratories

1.5 DEFINITIONS

A. "Provide" means to "Furnish" and "install".

B. "Install" means to erect, join, units, fasten, link, attach, set up, connect, test and turn over to Commissioner, complete and ready for regular operation, the particular work referred to.

C. "Furnish" means to purchase and supply all materials, labor, equipment, testing apparatus, controls, tests, accessories and all other items customarily required for the proper and complete application for the particular work referred to.

D. "As Directed" means as directed by the Commissioner.

E. "Concealed" means embedded in masonry or other construction, installed behind wall furring or within double partitions, installed within hung ceilings, pipe shafts and pipe spaces.

F. "Submit' means submit to Engineer for review.

1.6 MEASUREMENTS

A. Contractor shall base all his measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. He shall verify all measurements at site; and check the correctness of same as related to the work.

1.7 LABOR AND MATERIALS

A. All materials and apparatus required for the work shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.

B. Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed, at no additional cost to The City of New York.

1.8 COVERING OF WORK

A. No pipe, fitting, or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the Commissioner. Any unacceptable work, or unauthorized or disapproved materials discovered shall be removed and corrected immediately after being condemned.

B. Any type of equipment shown or specified to be installed outdoors, on grade or on roof, shall have appropriate protection against outdoor weather. Equipment such as motors, panels, etc. shall have rain hood or appropriate protection as provided under Division 22. Insulated pipes shall have aluminum covers or as specified. Insulated ducts shall be provided with aluminum jacket with overlapping, sealed joints. Uninsulated ducts shall be soldered joints and seams or as specified. Where no protection is feasible, such as in exposed vibration springs, hangers, pipe or steel members, such items shall be hot dipped galvanized or as approved by the Commissioner.

1.9 PROTECTION

A. Contractor shall protect the work and material of all trades from damage by his work or workmen, and shall replace all damaged material with new.

B. Contractor shall be responsible for work and equipment until his work is finally inspected, tested, and accepted; he shall protect his work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately installed; close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

C. Contractor shall be responsible for the preservation of all public and private property, along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures or utilities, and shall carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

D. All equipment delivered to the site shall have appropriate wrapping to protect them from rain, flood, wind, construction debris and all types of water damage normally encountered at the construction sites.

1. Deliver and store valves in shipping containers, with labeling in place.

2. Furnish cast iron and steel valves with temporary protective coating.

3. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

1.10 CUTTING AND PATCHING

A. Provide all cutting, rough patching and finish patching required for systems and equipment included in these specifications.

B. Furnish and locate all sleeves and inserts required before the floors and walls are built; Contractor shall pay the cost of cutting and patching required for pipes where sleeves and inserts were not installed in time, or where incorrectly located. Provide all drilling required for the installation of hangers.

C. All holes cut through concrete slabs or arches shall be punched or drilled from the underside. No structural members shall be cut without the approval of the Commissioner and all such cutting shall be done in a manner directed by him.

D. Contractor shall not do any cutting that may impair strength of building construction. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

E. Provide sleeves and fire stopping at piping floor, wall and roof penetrations in accordance with recognized standards.

1.11 SUBMITTALS

A. Procedure:

1. Prepare a schedule of specific submissions at the outset of the Project for the Commissioner's review and approval; make submissions listed below and in the other Sections of Division 21 of the Project Specifications.

a. If submissions listed in other Sections of Division 21 are more specific than those listed below, comply with the more specific requirements.

b. Failure of the Contractor to submit Shop Drawings in ample time for checking shall not entitle him to an extension of Contract time, and no claim for extension by reason of such default will be allowed.

c. Piecemeal submittals are unacceptable and will not be reviewed. No submittal shall be considered for review, the review of which is contingent upon acceptance of other features for which submittals have not been submitted.

d. Submittals from Vendor without Contractor's review and approval stamp will not be reviewed.

e. Submittals shall not be used by the Contractor as a means to secure approval of a substitution. Contractor must indicate all deviations, omissions and substitutions in his submittal; if there are none of these 3

exceptions, he shall then state on the submittal: "NO EXCEPTION TAKEN". Any submittal without stated exceptions, or without statement that no exception is taken will not be reviewed and will be rejected and returned to Contractor for rectification.

f. All products of a similar nature (i.e., valves, pipe, fixtures) shall be provided by one manufacturer.

B. Shop Drawings:

1. Manufacturer's Drawings:

a. Submit equipment listed in all applicable Sections - include material specifications, operating characteristics and finishes, specified agency listings or approvals.

b. Cuts, brochures or other literature submitted for expeditious approval but incomplete or missing items of hardware or software (performance data) shall be re-submitted until all system or equipment components have been reviewed and approved. Any item not included in the original or first submission shall be considered outstanding work until such item of equipment or work has been submitted or installed in place exactly conforming to the intent of the contract documents.

c. Contractor shall provide preliminary layout drawings of all major pieces of equipment, confirming that the submitted product physically fits within the architectural enclosures. This drawing is required along with the manufacturer's product data.

d. Contractors shall be responsible for all costs related to substitutions.

2. Installation Drawings:

a. Furnish coordinated drawings of equipment installation, including interconnecting piping and ductwork. Minimum scale for these drawings shall be 1/4 inch equals one foot for piping and 3/8 inch equals one foot for ductwork.

b. Coordinate space requirements for electrical, HVAC and other trades in the vicinity of work.

c. Include connections, anchorages and fastenings for piping, conduit and ductwork.

d. Make allowance for clearances for access to and maintenance of equipment.

e. Do not install any piping or equipment, in any area, prior to obtaining approval of its layout by means of submitting shop drawings.

f. Any missing items of equipment, material or labor, during initial submission of shop drawings, are to be completed and re-submitted for final approval. Shop drawing should not be used as a vehicle for obtaining variances, deviation or omission from the scope of contract documents. Approval of a submittal shall pertain to the portions that conform to the intent of the contract documents.

g. Submission of any missing, incomplete or otherwise deviant layout is subject to re-submission until all contract requirements have been properly included or shown on the same layout.

h. Submit drawings indicated on equipment and piping loads to structural engineer for review.

C. Submit signed/sealed shop drawings by a Licensed Professional Engineer in the State of New York for the following:

1. All piping and equipment layouts.
2. All piping supports.
3. All hydraulic calculations.

D. Reports:

1. Compliance with listings and approvals for equipment and for fire ratings.
2. Acceptance certificates from inspecting agencies.
3. Complete printed and illustrated operating instructions where required in report format.
4. Manufacturer's pressure tests.
5. Manufacturer's performance tests on operating equipment.
6. Field pipe testing reports.
7. Performance report on the balancing of water systems.
8. Performance reports for vibration isolation equipment.
9. Manufacturer's reports on motorized equipment alignment and installation.
10. Seismic and Wind Bracing Installation Reports: Confirming that all installed equipment meets the requirements of the Licensed Professional Engineer that is responsible for the Seismic Design and Wind Bracing
11. Additional reports as noted in other sections.

E. Specific references to any article, device, product or material, fixture or item of equipment by name, make or catalog number shall be interpreted as establishing a basis of cost and a standard quality. All devices shall be of the make and type listed by the City of New York, such as the Underwriters' Laboratories, and where required, approved by the authority having jurisdiction.

F. Contractor shall be responsible for any deviations in equipment size, motor horsepower and access requirement, from specified products.

1.12 COORDINATION

A. Contractor shall prepare preliminary shop drawings suitable for use in coordinating all work. The HVAC Section shall prepare and furnish background with ductwork at 3/8" = 1'-0" scale for all trades to indicate piping, cable tray and conduit in relation to all structural elements of the construction, including floor elevations; steel locations, size and elevations; partitions locations; door locations and direction of swing; and all other information required to assure coordination of the electrical, sheetmetal and piping trades and fire protection in relation to the Architectural function of the project. Coordination meetings shall be held under the supervision of the Commissioner. Each trade shall have proper representation at all coordination meetings for the purpose of detailing, on the drawings mentioned above, the exact location and routing of their work. After the conclusion of the coordination at the working meetings, each trade shall sign the coordinated originals, copies of which shall be distributed by the Contractor to all parties concerned including the Commissioner. Final shop drawings of all trades shall be in accordance with the coordinated drawing, after which final shop drawings shall be submitted for final approval.

B. If the trade contractor installs work so as to cause interference with work of other trades, he shall make necessary changes in work to correct the condition immediately without delaying project and without extra charge.

C. Dimensional layout plans of equipment rooms shall be made showing all bases, pads and inertia blocks required for mechanical equipment. Include dimensions of bases, bolt layouts, details, etc.

D. Contractor shall furnish all necessary templates, patterns, etc., for installing work and for purpose of making adjoining work conform, furnish setting plans and shop details to other trades as required.

1.13 CONCRETE AND GROUTING

A. Requirements for concrete and grouting are specified in other Sections.

1. Concrete shall be 3,000 psi stone concrete with water reducing admixture, except where otherwise specified.

2. Concrete shall have air entraining admixture where exposed to weather.

B. Contractor shall make coordinated layouts showing concrete work required for housekeeping pads, roof curbs, thrust blocks, etc. which are cast in place.

C. Concrete housekeeping pads: 4" minimum thickness, sized to cover the full area of each piece of equipment and access area provided under Concrete Work.

D. Concrete bases: Dimension and height to suit the equipment.

E. Concrete inertia blocks for vibration isolation. Dimensions designed by the vibration isolation equipment manufacturer and inertia block provided by the Contractor.

F. Outside the building all concrete work related to mechanical equipment shall be provided by the Contractor.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Instructions and Demonstration for the City of New York's Personnel:

1. After all equipment is functioning properly, each system is to be automatically operated for ten (10) working shifts, and not to be adjusted during this period, scheduled at the convenience of the Commissioner. Any adjustments will void the test and start the time period all over again.

2. The hours of operation are to include the Commissioner's designated personnel in each shift, for each season.

3. During this period, instruct the Commissioner's designated personnel in the use, operation and maintenance of all equipment of each system. Training will include a lecture-type instruction given in a non-machine room environment. During the lesson, normal operation of the system installed and operating will be explained, along with troubleshooting procedures. This will be followed by a field inspection and demonstration of equipment.

4. Notify the Commissioner in writing at least two (2) weeks before each operating instruction period begins. Commence no instruction period until the Commissioner has issued his written acceptance of the starting time.

5. The above instruction is exclusive of that required of specified equipment manufacturers. If more stringent or longer instruction is indicated for specific equipment or systems, these shall supersede the above requirements.

B. Operating and Maintenance Data:

1. Provide four (4) complete sets of manufacturer's catalogues, instructions, maintenance and repair information and parts lists for operating equipment and devices.

a. Include performance curves for fans and pumps, factory furnished wiring diagrams and control diagrams, and applicable flow diagrams.

b. Submit seven sets of instructions for distribution.

2. Data for the equipment actually installed is to be submitted.

3. The data is to be carefully checked for accuracy by comparison with the installed equipment nameplates.

4. Provide a recommended list of spare parts for equipment and list of special, non-standard tools to service equipment.

5. Maintenance instruction manuals to include complete oiling, cleaning and servicing data compiled in clearly and easily understandable form. Show all model numbers of each piece of equipment, complete lists of replacement parts, motor ratings and actual loads.

6. Index and assemble the instructions in durable loose-leaf binders.

7. The completed binders are to be available at the time the equipment installation begins.

1.15 RECORD DRAWINGS

A. Provide and maintain a currently up-to-date record set of reproducible prints showing all changes, additions or omissions made during construction. Contractor shall, at his own expense, produce the Record Drawings.

B. Deliver four (4) sets of all as-built drawings and one (1) set of reproducible drawings of the record drawings to the Commissioner before submitting requisition for final payment.

C. Shop Drawings shall be cross-referenced on the mylar copies for this requirement where applicable.

D. Upon completion of the installation, prepare "As-Built" drawings of the project in a compatible AutoCAD drawing file format, with Engineer's seal and firm name removed. Submit three (3) sets of black and white prints of these drawings to the Engineer for review of completeness. After review by the Engineer, make necessary changes to the drawing files and then deliver them, along with three (3) sets of black and white prints to the Engineer for transmittal to the Commissioner. Commissioner will not review these drawings for accuracy nor will the Commissioner bear any responsibility for accuracy or completeness.

E. Mark all "As-Built Drawings" on the front lower right hand corner with a rubber stamp impression that states the following:

AS-BUILT DRAWINGS	(3/8" high letters)
To be used for recording	
Field Deviations and	
Dimensional Data Only	(5/16" high letters)

F. The Record Drawings will also consist of a set of prints of the final "Signed Off" Contractor's "Coordination Drawings" prepared by the Subcontractors.

1.16 QUALITY ASSURANCE

A. Perform Work in accordance with NYCBC.

B. Comply with current governing codes, ordinances and regulations, as well as with requirements of EPA, NFPA, U.L. and all other applicable codes.

C. Comply with the requirements of agencies or authorities having jurisdiction over any part of the work and secure all necessary permits.

D. Where codes or standards are listed herein, the applicable portions apply.

E. Plans, specifications, codes and standards are minimum requirements. Where requirements differ, apply the more stringent.

F. Should any change in plans or specifications be required to comply with governing regulations, notify the Commissioner at the time of submitting his bid.

G. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen. Provide a competent, experienced full-time Superintendent who is authorized to make decisions on behalf of the Contractor.

1.17 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three (3) years documented experience trained by manufacturer.

1.18 MANUFACTURER'S WARRANTY

A. General Conditions.

B. Furnish 5-year manufacturer warranty for basic fire suppression materials and methods.

1.19 EXTRA MATERIALS

A. General Conditions.

B. Furnish spare sprinkler heads and cabinet in accordance with NFPA-13.

C. Furnish two (2) sets of valve stem packing for each size and type of valve installed.

PART 2 - PRODUCTS

2.1 IDENTIFICATION MARKINGS

A. Every valve, control, and apparatus installed under this Contract shall be tagged, labeled or stenciled as follows: Tags and labels securely fastened by brass chains, screws or mastic as applicable. Equipment controls numbered according to equipment schedules on Plans. Tags numbered to conform to a directory listing number, location and use. Directories to be mounted under glass in aluminum self-closing frames, 8-1/2" x 11" in size.

1. Apply identification after testing, insulation and field painting are completed.

B. Valve Identification:

1. Provide an identification tag for each valve, including control valves.

2. Differentiate between the different classes of service in the numbering systems.

3. Use 2" brass tags stamped with designation numbers 1" high, filled in with black enamel.

4. Attach tags securely to handles or spindles of valves with heavy brass "S" hooks or brass chains.

5. Provide six copies of valve charts with one of each framed under glass and mounted where directed.

C. Piping Identification:

1. Provide on bare and covered pipes for all services.

2. Use a system of marking and colors conforming to ANSI A-13.1.

3. Install to provide permanent adhesion.

4. Install in readily visible location.

5. Apply legend and flow markers as required for maintenance purposes, with at least one marker in every 50'-0" of each line and at every change of direction.

6. Color Coding of Piping: Specify that, after piping has been finish painted, the installer of the piping shall identify the type of service lines with applied color bands. The direction of flow shall be indicated with stenciled arrows. Color bands shall be 1-inch wide, finished in gloss enamel; lettering and arrows shall be same color as the bands. Specify that indicators be applied at connections to pumps, chillers, and other equipment; at entrances to spaces; adjacent to valves; near access doors to pipe spaces; and at maximum intervals of 50 feet on long pipe runs. Specify that letters be positioned to be easily read from a normal

standing position. If there is no standard for color code and designation, the following colors and letter designations shall be used:

Service	Designation	Color
Standpipe/Sprinkler	Standpipe and Sprinkler	Red

D. Equipment Identification:

1. Provide stencil lettering on operating equipment and units:

   a. Use black oil base paint, except where equipment finish is dark, use white paint.

   b. Make all characters distinguishable from the floor, but not less than 2" high.

2. For each motor starter, controller and similar accessory provide a lamicore nameplate attached with screws or rivets to a fixed part of the equipment in a visible location.

   a. Make plates not less than 2" x 1" x 1/8" thick with 1/4" high characters.

3. Equipment such as tanks, access doors to equipment such as filters, neatly stenciled with letters not less than 1 inch high. Any equipment too small to receive such stenciling shall be provided with brass name tags 2" x 1" in size.

4. In areas where removable ceilings occur, install appropriate color coded tile markers to indicate location of valves and other equipment or fittings that may require maintenance service.

2.2 PROTECTION OF ELECTRICAL EQUIPMENT

A. In general, do not install piping not included as part of the electrical work, in any switchgear, transformer, elevator equipment, telephone, or electrical equipment room unless shown on drawings.

B. Do not install piping above switchboards, panel boards, control panels, motor control centers, individual motor controllers, etc.

C. Provide drip pans under all piping installed in any electrical equipment room. Pan shall be water tight copper, extending 4" in each direction from the pipe wall and turned up at least one-half the diameter of the pipe but not less than 2". The pan shall extend at least 1 foot beyond the electrical equipment. Provide a drip pipe to spill into floor drain or service sink.

2.3 ACCESS DOORS

A. General:

1. Steel, flush four-sided frame and door assembly, chemically cleaned after fabrication and painted with rust inhibitive primer.

2. Provide hardware and locking devices.

3. Provide access doors required for access to mechanical work through finished wall construction and non-removable ceiling construction.

4. Deliver doors and location information to appropriate trade for installation.

B. Provide flush type access door or panel no smaller than 18" x 18" and no larger than 24" x 24" for all valves, cleanouts, or apparatus located in chases, walls, non-accessible hung ceilings or floors; finish shall be prime coat, except floor panels which shall be polished brass or chrome plate. Doors and trim 14 gauge steel, frame 16 gauge steel, with flush concealed and standard flush locks, screwdriver operated cams, of Milcor manufacturer or approved equal.

1. All panels and their exact location subject to approval of the Commissioner.

2. Where space conditions prevent door swinging open, provide removable door on lift-up hinges. This will only be accepted on a case-by-case basis. This condition must be submitted to the Commissioner for approval prior to installation.

3. Furnish a complete list locating all access doors required in finished walls, ceilings, partitions, shafts and other inaccessible locations.

2.4 PRIME PAINTING

A. All piping, supports, auxiliary steel and miscellaneous iron within all MER's shall be prime painted as specified herein.

B. All exposed uninsulated piping, fittings, equipment stands, supports, platforms, cradles, and hangers; except chrome finished materials, shall be painted. All un-galvanized surfaces shall be painted with zinc chromate, or approved equal, and all galvanized surfaces shall be prime coated with a phosphate pretreatment coating, dry film thickness of 0.35 with a 0.50 mil. one coat Glid-Guard galvanized steel primer Y5229, or approved equal.

C. Upon completion of the prime coat of all mechanical equipment specified above, all insulated and exposed piping shall be painted with finish coating, as specified under Division 09 and/or other Sections. Contractor shall complete stenciling and color identification, following the finish painting.

D. Except where otherwise specified, steel piping in concrete and buried steel piping and steel tanks:

1. Provide heavy coat of bituminous solution primer.

2. In accordance with NFPA and other applicable codes.

E. Provide factory finishes, except as noted, to match color samples, for items appearing in exposed finished work, and including:

1. Equipment

2. Enclosures on equipment

F. All damaged factory painted surfaces shall be repaired to match original surface. If, in opinion of the Commissioner, such repairs are unsatisfactory, item in question shall be completely refinished or replaced with new.

2.5 WELDING

A. General:

1. All welding procedures, welders, and welding operators shall be qualified in accordance with the requirements of ASME/ANSI B31.9 and Section IX of the ASME Code, latest editions.

2. Welding procedures shall be reported on ASME Section IX Forms "QW," or its equivalent. Joint preparation sketches (to be included with the welding procedures) shall show all dimensions including tolerances, for bevel angle, land size, offset and root gap.

3. Contractor shall be responsible for the welding performed by personnel of his organization and shall conduct the required qualification tests and submit results to the Commissioner for his review and approval.

4. All welding procedures shall meet requirements of New York City Fire Department Certified Requirements. The filing of MSDS form shall be held in the field office.

5. A copy of the welders and fire watch certificate shall be held in the field office of the sight.

B. Processes:

1. Employ the Manual Shielded Metal-Arc (SMAW) welding process.

2. Double butt welding shall be permitted on all joints accessible from both sides. Where double butt-welding is employed, the first root pass shall be back-chipped.

3. Welding of pressure parts shall be performed with low hydrogen type electrodes. Electrodes of Classifications E6012, E6013, E7014 and E7024 shall not be used.

4. Brazing and Soldering:

   a. Contractor shall prepare applicable "Brazing and Soldering Procedures" forms for approval of the Commissioner.

   b. Brazing shall conform to ASME Section IX.

   c. Soldering shall conform to the relevant procedures in the manuals of the Copper Development Association.

   d. For all refrigeration piping, the mechanics shall be skilled and specially trained in this type of pipe joining.

   e. The Commissioner may reject any brazed or soldered joint for lack of penetration or for other applicable grounds. These defective joints shall be redone until satisfactory.

C. Quality of Workmanship - In addition to conformance with the procedural and quality requirements set forth in the applicable Code or material specification, all welding shall meet the following requirements.

1. Butt welds shall have full penetrations and shall be slightly convex with uniform height.

2. Each weld shall be uniform in width and size throughout its full length.

3. Each layer of welding shall be smooth, free of slag, cracks, pinholes, undercut in excess of 1/32" and completely fused to adjacent weld beads and base metal.

4. Cover passes shall be free of coarse ripples, irregular surface, non-uniform bead patterns, high crown, and deep ridges or valleys between heads. The surface smoothness of the finished weld shall be suitable for the proper interpretation of non-destructive examination of the weld.

5. Surfaces of parts to be joined by welding shall be cleaned of all oil, grease, paint, scale and rust with solvent and/or wire brushing.

6. Fillet weld size shall be in accordance with the applicable code or as specified on the drawings with full throat and legs of equal length.

7. Welding filler metal and welding flux shall be properly stored in such a manner as to insure that no damage to the coating or corrosion of weld rod will occur. Low hydrogen type electrodes shall be stored in enclosures which provide a regulated temperature as prescribed by the electrode manufacturer. All electrodes shall be properly identified.

8. Socket welds shall have a gap of approximately 1/16" between the bottom of the socket and the end of the pipe prior to welding. Socket welds shall have a minimum of two weld layers.

D. Repair and Weld Defects:

1. A weld is defective and shall be repaired if it does not meet the acceptance standard of each applicable non-destructive examination as defined ASME/ANSI B31.9, latest edition.

2. Repairs shall be made in accordance with ASME/ANSI B31.9, latest edition.

E. Welding Identification and Weld Marking:

1. All welds must be identified with the welder's identifying symbol. Welds, where more than one welder performs the work, shall be stamped by each welder.

2. Marking shall be done by a permanent method that will not result in sharp discontinuities.

3. Where stamping or marking on the base materials is not practical or feasible, permanently affixed metal bands of the same material may be applied. Stamping or any method of permanent marking on the bands is acceptable.

2.6 EQUIPMENT AND MATERIALS

A. If products and materials are specified or indicated on the drawings for a specific item or system, use those products or materials. If products and materials are not listed in either of the above, use first class products and materials, subject to approval of the Commissioner.

B. Provide products and materials that are new, clean, free of defects and free of damage and corrosion.

C. Replace materials of less than specified quality as designated by the Commissioner and relocate work incorrectly installed as determined by the Commissioner.

D. Provide name/data plates on major components of equipment with manufacturer's name, model number, serial number, capacity data and electrical characteristics attached in a conspicuous place.

E. Install materials and equipment with qualified trades people.

F. Maintain uniformity of manufacture for equipment used in similar applications and sizes.

G. Applicable equipment and materials to be listed by Underwriters' Laboratories and manufactured in accordance with ASME, AWWA, or ANSI standards, and as approved by local authorities having jurisdiction.

H. Do not operate water systems until piping has been cleaned and tested and all required equipment is in place.

I. Provide steel channel support system for all wall or floor-mounted panels, devices, etc.

J. Locate valves, access doors, etc. to be easily accessible, either in mechanical spaces or through access panels specified herein. Obtain Commissioner's approval of access panel locations.

K. Follow manufacturers' instructions for installing, connecting and adjusting equipment. Provide one copy of such instructions to the Commissioner before installing any equipment. Provide a copy of such instructions and attach to the equipment for reference during work on the equipment.

2.7 EQUIPMENT AND SYSTEMS CRITERIA

A. The criteria of design and performance to produce the required operation is based on equipment shown or scheduled, and as specified.

B. Equipment of other manufacturers will be considered, subject to its acceptability and the following:

1. The equipment must conform to the structural design provisions for loads applied to the structure; to the dimensions established by drawings for spaces and other (service, etc.) clearances; and for inlet and outlet locations and relationships to associated equipment and piping.

2. Changes to the building arrangement or structure, which are required to suit equipment offered must be by the Contractor at no extra expense to the City of New York.

3. Changes to the electrical requirements such as circuit breaker or starter size, conduit or wire size shall be coordinated by the Contractor and the expense borne by him with no additional cost to the City of New York.

C. Operating equipment, operating systems and other products are specified by names and models and also by performance criteria standards:

1. Where both specifying media are employed, the names and models establish a standard for manufacturing quality, while the performance criteria governs the capacity, rating or output.

2. In any question regarding intent, the capacity, rating or output which is compatible with the other systems, is intended to be of prime concern and is to be provided.

3. Contractor shall follow the Commissioner's Standards for Turn-Over Acceptance, Commissioning and Testing. Where there is a conflict between

these requirements and Building Department's requirements, the more stringent requirements shall apply.

D. The descriptions of equipment and systems cover basic equipment and operation, but not all the details of design and construction.

1. The use of singular in descriptions does not limit the quantities to be furnished to produce the complete system, together with the results specified.

2. Furnish equipment required to provide specified performance under installed conditions.

3. Factory wiring and piping is to conform to specifications for field work, unless otherwise specified.

4. Provide trim, enclosures, transition pieces and accessories required to make complete installation in each instance.

E. All Mechanical Drawings are schematic and diagrammatic.

1. Symbols and diagrams are used to indicate the various items of work and the complete systems, but they do not necessarily have dimensional significance, neither do they necessarily include all related and subsidiary parts and equipment. Contractor shall provide all parts, elements, transition pieces, etc. as required for a complete and operational system.

2. The work is to be installed complete and ready for operation in conformity with the intent expressed on the Drawings and in the Specifications.

3. Coordinate work with the requirements of the Architectural and Structural drawings for dimensions, locations and clearances.

4. Locations of mechanical and electrical items which are exposed to view shall be taken from the Architectural Drawings where available, or are to be located as directed by the Commissioner.

5. Contractor shall provide all transition pieces and rises/drops for piping.

6. Minimum height of piping, valves, etc. in mechanical rooms excluding drops to equipment, shall be 7'-0" unless otherwise noted.

2.8 CLEANING AND ADJUSTING

A. Notification:

1. Inform the Commissioner of all cleaning, blowing out and fill-up schedules one week prior to starting.

2. Notify the Commissioner again, 48-hours prior to each event. If Commissioner does not attend the procedures, notify in writing, the specific task performed 24-hours after each event.

3. Leaks appearing during the various pressure tests shall be corrected by replacing all defective materials or welds and subsequent tests shall not be made until the piping is found in perfect condition. Caulking of screwed joints or peaning of welds is prohibited. Wherever it is necessary to cut out a weld and the ends of the pipe cannot be conveniently brought together, then a short piece shall be fitted in and welded.

4. Damage to the building and equipment resulting from tests shall be repaired at no additional cost to the City of New York.

5. Tests claimed to have been performed without following above procedures shall be deemed as not performed.

B. Cleaning:

1. Blow out, clean and flush each piping system and equipment, to clean thoroughly. MSDS forms for clean agent and procedure shall be presented to the field office. After cleaning, the systems shall be tested by an independent organization, approved by the Commissioner prior to testing.

2. Clean all materials and equipment; leave in condition ready to operate and ready to receive succeeding finishes where required.

3. Clean the operating equipment and systems to be dust free inside and out.

4. Clean concealed and unoccupied areas such as plenums and pipe spaces and equipment rooms to be free of rubbish and dust.

5. After completion of all pressure tests, properly clean every piece of apparatus furnished and remove caps and other provisions made for testing purposes only.

6. Cutting oil, excess pipe joint compound, finely divided solids and other similar foreign material shall be removed from all circulating water systems before they go into operation. Before chemical cleaning of water systems flush with clean water. Each system shall be cleaned chemically with circulating solution as specified in this section. Fill, vent and circulate the system with this solution at maximum operating temperature for required duration. During cleaning procedure, circulation shall be stopped periodically followed by blow off at all low points. Immediately following chemical cleaning, system to be drained and then refilled with clean water to which treatment shall then be added. After systems have been drained, flushed and refilled, a chemical test shall be made to determine that the cleaning solution remaining in the system does not impart alkalinity to the water in excess of 300 ppm.

C. Adjusting:

1. Adjust valves of all types and calibrate equipment of all types to provide proper operation.

2. Submission of certified tests shall, in no way, relieve the Contractor of fulfillment of guarantee.

3. Gauges, instruments, and meters shall be checked and tested to specified accuracy.

4. Alarms shall be tested to fulfill satisfactory operating conditions.

5. Allow sufficient time to perform all tests, adjustments, etc., necessary to place the various systems in final operating condition, verify performance requirements and check all safety devices. Labor, instruments, etc., required for various tests shall be furnished by Contractor. The Contractor shall see that all his Sub-Contractors, manufacturer's representatives or Field Engineers necessary to check and adjust various systems are present, with sufficient forms, and that all test results are recorded properly and turned over to the Commissioner for approval.

6. The Commissioner's representative will make final check for all systems only after Contractor has completed and returned to the Commissioner all recorded test data together with letter that his work is 100% complete. Additional tests may be required to meet the requirements of Commissioner's documents for demonstration of various systems, whether or not specified, to verify performance, workmanship or for adjustments.

7. Unless otherwise specified, equipment shall be installed and adjusted in accordance with manufacturer's recommendations to function properly with capacities required or specified.

D. Running Test of Piping Systems:

1. Any section of the work, after it has been completed and otherwise satisfactorily tested, shall be put in actual operation by Contractor and operated by him for a period of 2 days of 24 hours each, during which time any defects which may appear shall be remedied and any necessary adjustments shall be made. Test shall be performed in the presence of the Commissioner and serve as part of the Instructions Program.

2. During the time of the tests, repack all valves, make all adjustments and otherwise put the apparatus in perfect condition for operation, and instruct the Commissioner's authorized personnel in the use of management of the apparatus. All joints shall be made absolutely tight under tests. Caulking of pipe joints or makeshift methods of repairing leaks shall not be allowed. Piping which is not tight under tests shall be taken down and reassembled.

3. All gauges, thermometers, alarms, instruments, etc. shall be tested to demonstrate that they are functioning properly and within the range of these devices, and to show their degree of accuracy.

E. Permanent Equipment Operating During Construction:

1. Use only in same service as the permanent applications, provided that written approval is granted by the Commissioner.

2. Use disposable filters during temporary operation.

3. Expendable media, including belts used for temporary operation and similar materials are to be replaced just prior to acceptance.

4. Packing in equipment operated during construction must be repacked just prior to system acceptance, using materials and methods specified by the supplying manufacturer.

F. Tools:

1. Provide one set of specialized or non-standard maintenance tools and devices required for servicing the installed equipment.

PART 3 – EXECUTION

3.1 GENERAL

A. Temporary Protection:

1. Provide and maintain protection for the work whether completed or in progress.

2. Provide suitable coverings and enclosures.

B. Waterproofing:

1. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Commissioner before work is done. This Contractor shall provide all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

C. Coordination

1. The fire protection drawings show the general arrangement of equipment, piping and appurtenances. Follow these drawings as closely as the actual construction and as the work of other trades will permit. Provide offsets, fittings and accessories which may be required but not shown on the drawings. Investigate the site, structural and finish ground conditions affecting the work, and arrange the work accordingly. Provide such work and accessories as may be required to meet such conditions.

2. Carefully check space requirements with other trades to insure that material can be installed in the spaces allotted thereto including finished suspended ceilings.

3. Wherever work interconnects with work of other trades, coordinate with other trades, insure that they have the information to properly install the necessary connections and equipment. Identify items (valves, etc.) requiring access in order that the Ceiling Trade will know where to install access doors and panels.

4. Consult with other trades regarding equipment so that, wherever possible, motors, motor controls, pumps and valves are of the same manufacture.

5. Furnish and set sleeves for passage of pipes through structural masonry and concrete walls and floors and elsewhere as will be required for the proper protection of each pipe passing through building surfaces.

6. Properly provide firestopping around all pipes, sleeves, etc., which pass through rated walls, partitions and floors. Refer to Section 21 05 05 for requirements.

7. Provide detailed information on openings and holes required in precast members for fire protection work. Cast holes 4 inches and larger in diameter. Field-cut holes smaller than 4 inches. Obtain Structural Engineer's approval before cutting any openings or holes.

8. Provide required supports and hangers for piping and equipment, designed so as not to exceed allowable loading of structures.

9. Examine and compare the contract drawings and specifications with the drawings and specifications of other trades, and report any discrepancies between them to the Commissioner and obtain from him written instructions for changes necessary in the work. Install and coordinate the work in cooperation with other related trades. Before installation, make proper provisions to avoid interferences.

10. Wherever the work is of sufficient complexity, prepare additional detail drawings, to scale similar to that of the design drawings, prepared on tracing medium of the same size as contract drawings. With these layouts, coordinate the work with the work of other trades. Such detailed work to be clearly identified on the drawings as to the area to which it applies. Submit these drawings to the Commissioner for review. At completion include a set of such drawings with each set of as-built drawings.

11. Before commencing work, examine adjoining work on which this work is in any way dependent for perfect workmanship and report conditions which prevent performance of first class work. Become thoroughly familiar with actual existing conditions to which connections must be made or which must be changed or altered.

12. Adjust location of pipes, panels, equipment, etc., to accommodate the work and to prevent interferences, both anticipated and encountered. Determine the exact route and location of each pipe prior to fabrication.

a. Right-of-Way: Lines which pitch have the right-of-way over those which do not pitch. For example: condensate, steam and plumbing drains normally have right-of-way. Lines whose elevations cannot be changed have right-of-way lines whose elevations can be changed.

b. Make offsets, transitions and changes in direction in pipes, as required to maintain proper head room and pitch on sloping lines. Furnish and install traps, air vents, drains, etc., as required to effect these offsets, transitions and changes in direction.

13. Install fire protection work to permit removal (without damage to other parts) of coils, heat exchanger plates and tube bundles, filters, belt guards, sheaves and drives, and other parts requiring periodic replacement or maintenance. Arrange pipes and equipment to permit access to valves, cocks, traps, starters, motors and control components, and to clear the openings of swinging doors and access panels.

14. Provide access panels in equipment, etc., as required for inspection and maintenance of internal equipment.

15. In case of doubt as to the work intended, or in the event of need for explanation thereof, request supplementary instructions from the Commissioner.

3.2 ACCESS TO FIRE APPARATUS

A. Do not interfere with access to hydrants and fire alarm boxes. In no case allow material or equipment to be within 20' of a hydrant or fire alarm box.

3.3 ACCESSIBILITY

A. The installation of valves, dampers and other items shall be conveniently and accessibly located with reference to the finished building floors, walls, roof and penthouses as applicable.

B. In-line pumps shall not be installed higher than 7 ft. above floor and shall be fully accessible for servicing its motor, valves, controls and instruments.

C. Equipment removal, tube-pull access door swing spaces shall be identified on shop drawings and maintained during installation.

3.4 EXISTING CONDITIONS

A. The existing building will remain occupied and operational throughout the duration of the renovation. Contractors shall protect existing systems that are to remain operational and shall take all precautions to minimize dust, debris, vibration and noise in order to limit any impact on the existing facility.

3.5 DEMOLITION WORK RELATED TO EXISTING WORK

A. Contractor shall disconnect and remove all abandoned, unused or discarded equipment (piping, conduits, wires, ductwork, tubing, supports, etc.) from the areas of work as indicated on Drawings.

B. Provide firestopping at all conduit/pipe penetrations at rated construction, where ducts, piping/conduit, etc. have been removed.

C. Whenever existing equipment is disconnected from its services, remove all pipe, conduit or duct branches or runnouts to the point of connection to the existing pipe riser or electrical panel or duct shaft as the case may be. Cap off pipes or ducts near the risers, valved outlets or at mains. Remove all ductwork as indicated on plans and provide sheet metal cap (minimum 24 gauge) at all connections to existing ductwork that is to remain. Provide temporary ducts with dampers and valved pipes as required to keep system in operation and occupancy of building.

D. Remove all piping as indicated on plans and provide capped outlets at the point of connection to the existing risers or as indicated on plans. For steel piping to be removed, provide Steel Schedule 40 welded cap. For brass and copper piping, provide 95/5 (tin-antimony) soldered copper Type 'L' Cap. All waste and vent lines shall be capped with a no hub coupling.

E. Cutting shall be done carefully in order not to disturb systems or services in areas where demolition is not required.

F. Fully charged fire extinguisher and/or active hoses are to be on sight for fire watch during all burning conditions that require Oxygen/Accel gas for cutting or welding, soldering and the creation of dust, that may activate the fire alarm system, requires that the system be put on bypass for the affected zones. Coordinate shutdown with Commissioner.

G. Equipment specified or indicated to be demolished shall be removed from the project site. All ballasts shall be tested for PCBs and mercury before removal. Test results shall be sub¬mitted to the Commissioner, and ballasts shall be disposed of properly.

H. Provide additional support for all existing conditions, cabling and devices to remain which are affected by demolition of existing ceilings and partitions.

I. Protect existing systems, pipes, conduits and communications wiring to remain with flame retardant plywood.

J. Drawings are general in nature and do not indicate full extent of removal required, including all hangers, supports, ancillary devices, etc.

3.6 MODIFICATIONS TO EXISTING WORK

A. Contractor shall perform all work as shown or as specified, within the existing site and structures as part of this Contract without detriment to the existing systems or equipment to be kept in operation or maintained in their places.

B. For full extent of modifications to be done to existing systems, Contractor shall inspect existing systems and site conditions to familiarize himself with the complexity of his work related to removals and relocations required, and the existing finishes to be preserved without any damage resulting from possible careless installation procedures.

C. As-Built drawings are not available on the existing installations.

D. All cutting shall be done only by mechanics skilled in the particular trade which is affected. No cutting shall be done without proper protections against damage, dirt and dust resulting therefrom or without proper safeguards to workmen, the public, and occupants of buildings.

E. Before cutting is started in any location, Contractor shall carefully investigate conditions influencing human and structural safety. Existing piping, wiring and items concealed in walls and slabs, wherever these walls and slabs are removed, shall be properly relocated, rerouted or removed as the case may require.

F. Contractor shall perform all finish masonry, repairing, restoring and finishing of all cut openings, closing up of existing openings, and removing and restoring the affected sections of the suspended ceilings.

G. If, during partial occupancy of the building, circumstances necessitate temporary shutdown of any facilities or otherwise interfere with access to building, the Commissioner shall be given a minimum of 48 hours' notice before doing such work.

H. Provide Fire Watch for all periods when existing fire suppression system is taken off-line.

I. In all areas where interface, relocation or alternation work is to be done, Contractor shall disconnect and remove from the premises all existing piping, etc., that will not be required to remain in service after the alterations are completed. All such equipment (except as requested as salvage by the Commissioner) shall become the property of this Contractor, and he shall remove same from the premises immediately upon disconnection. Existing piping, etc., being removed shall not be reused.

J. Contractor shall move or relocate any existing mechanical equipment, piping, etc., which may temporarily interfere with the construction, (to a temporary location) if the existing equipment is to be kept in operation during construction. He shall also install temporary piping that might be required (during demolition or excavation and during the construction of tunnels, retaining walls, footings or columns) for offsetting all piping around the construction area in order to maintain services to the existing systems. Provide temporary piers, supports and hangers as required for excavation.

K. Contractor shall provide all cuts and openings through structural slabs and walls.

L. Upon completion, remove all temporary piping and equipment, shoring, scaffolds, etc., and leave all areas clean and free from material and debris resulting from work performed under this Section. Provide rough patching in areas shown.

M. Test all piping to be retained or shown to be re-used together with the new extensions connected to them. Install isolation valves as required.

3.7 DELIVERY AND HAULING

A. Include all hauling, hoisting, shoring and placement in the building of equipment specified herein. Be responsible for the timely delivery and introduction of equipment to the project as required by the construction schedule for this project. If any item of equipment is received prior to the time it is required, be responsible for its proper storage and protection until such time as it may be required. Pay for all costs of demurrage or storage.

B. If any item of equipment is not delivered to or installed at the project site in a timely manner as required by the project construction schedule, be solely responsible for disassembly, re-assembly, manufacturer's supervision, shoring, general construction modification, delays, overtime costs, etc. No additional cost or delays to be incurred by the City of New York.

3.8 EQUIPMENT AND MATERIAL PROTECTION

A. Protect the work, equipment and material of all other trades from damage by work or workmen of this trade, and correct all damage thus caused without additional cost to the City of New York.

B. Be responsible for all work, materials and equipment until finally inspected, tested and accepted; protect work against theft, injury or damage; and carefully store material and equipment received on site which are not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material. Cover and protect in an acceptable manner to the Commissioner, all equipment and materials from damage due to water, spray-on fireproofing, construction debris, etc. Coordinate all new work with existing systems to maintain all required systems in operation. Insure proper transitions of existing to new systems with minimum downtime and schedule with Commissioner.

C. Provide adequate means for fully protecting finished parts of the materials and equipment against damage from whatever cause during the progress of the work until final acceptance. Protect materials and equipment in storage and during construction in such a manner that no finished surfaces will be damaged or marred, and moving parts kept clean and dry. If items are damaged, do not install, but take immediate steps to obtain replacement or repair.

3.9 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof, for purposes other than testing even with the Commissioner's consent, shall not be construed to be an acceptance of the work on the part of the Commissioner, nor shall it be construed to obligate the Commissioner in any way to accept improper work or defective materials.

B. Use of permanent equipment for temporary services must be approved in writing by Commissioner.

3.10 CODES, RULES, PERMITS & FEES

A. Contractor shall give all necessary notices, obtain all permits and filings including, but not limited to, New York City DEP, New York State DEC, New York City and State Building Code requirements, and pay all government sales taxes, fees, and other costs, in connection with his work. The Contractor shall file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Commissioner before request for acceptance and final payment for the work.

B. The complete design and construction shall conform to the requirements of the NYCBC, NYCPC, NFPA, NEC, FM, UL and any other local or state code which may govern.

C. Provide all New York City and New York State permits as required.

3.11 CODE COMPLIANCE

A. As part of this fire protection work, the Contractor is required to provide assistance to an independent agency for purposes of providing special inspections, as follows:

1. For the entire duration of this construction, provide assistance to an independent organization, contracted through the Commissioner and headed by a New York State Licensed Professional Engineer, for purposes of providing special inspection on all items as required by the New York City Building Code, including but not limited to:

a. Piping and its accessories including hanger installation.

b. Electrical wiring and equipment pertaining to plumbing equipment.

c. Controls.

d. Monitoring of New York City (OTCR) approvals required for Fire Protection equipment.

e. Special Structural Concrete poured under this Contract.

f. Fire stopping at penetrations.

B. Special inspection procedures shall, in general, insure the following:

1. The adherence of the standards of material and workmanship required by the New York City Building Code.

2. The checking of building processes and the evaluation of materials to insure conformity with the New York City Building Code.

3. The elimination of unspecified, non-conforming substitutions.

4. The discovery of discrepancies between the New York City Building Code requirements and the final Drawings or Specifications and their early correction.

5. The prevention of error which may result in unnecessary and costly maintenance or upkeep costs.

6. The determination of necessary tests and laboratory work.

3.12 FINAL INSPECTION

A. Contractor shall arrange and schedule final inspection of work and shall notify the Commissioner in writing that the Contractor has thoroughly checked his work and, in the opinion of the Contractor, is ready for final inspection.

B. During the entire period schedule for these inspections, the Contractor and representatives of each manufacturer of equipment involved shall be present. All of these organizations shall have sufficient and competent personnel present so that adjustments can be made to all systems without delay.

3.13 ACCEPTANCE

A. The operation or the temporary use of the equipment and the mechanical and electrical installation, by the Commissioner does not constitute an acceptance of the work. The final acceptance is to be made after the Contractor has adjusted his equipment, demonstrated that it fulfills the requirements of the Contract Documents, and has furnished all the required Certificates. Warranties and guaranties are effective after the acceptance.

END OF SECTION 21 05 00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 21 05 03

PIPES AND TUBES FOR FIRE SUPPRESSION PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Pipe and pipe fittings for the following systems:

1. Fire Suppression water piping within 5 feet of building.

2. Pipe joints and fittings.

B. Related Sections:

1. Section 09 91 23 - Interior Painting: Product and execution requirements for painting specified by this section.

2. Section 21 05 04 - Valves for Fire Suppression: Product requirements for valves for placement by this section.

3. Section 21 05 05 - Hangers and Supports for Fire-Suppression Piping and Equipment: Product requirements for pipe hangers and supports and firestopping for placement by this section.

4. Section 21 13 13 - Wet-Pipe Sprinkler Systems: Product requirements for wet sprinkler piping for placement by this section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B16.3 - Malleable Iron Threaded Fittings.

2. ASME B16.4 - Gray Iron Threaded Fittings.

3. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.

4. ASME B31.9 - Building Services Piping.

5. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.

6. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

B. ASTM International:

1. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.

2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.

4. ASTM A536 - Standard Specification for Ductile Iron Castings.

C. American Welding Society:

1. AWS D1.1 - Structural Welding Code - Steel.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes.

C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.

D. Design Data: Indicate pipe sizes. Indicate pipe sizing methods. Indicate calculations used.

E. Welders' Certificate: Include welders' certification of compliance with ASME Section IX.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.

B. Perform Work in accordance with NYCBC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three (3) years documented experience trained by manufacturer.

C. Design pipe hangers and supports under direct supervision of a Licensed Professional Engineer experienced in design of this Work and licensed in the State of New York.

1.6 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 ENVIRONMENTAL REQUIREMENTS

A. General Conditions.

B. Do not install underground piping when bedding is wet or frozen.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. General Conditions.

B. Coordinate installation of buried piping with trenching.

PART 2 - PRODUCTS

2.1 BLACK STEEL PIPE (SCHEDULE 40) SPRINKLER PIPE

A. Pipe:

1. Standard weight black steel pipe, Schedule 40, welded or seamless, with manufacturer's name rolled into each length.

B. Fittings:

1. Threaded: Standard malleable iron couplings with flat band. Red or white lead and oil or approved compound.

2. Welded or Flanged: Standard weight steel.

3. Mechanical Couplings: Victaulic Style 07, rolled groove.

C. Application:

1. Threaded: All wet pipe sprinkler systems, 2 inches in size and below.

2. Mechanical: All wet pipe sprinkler systems, 2 -1/2 inches in size and above.

3. Welded: All fire standpipe over 175 PSIG.

2.2 GALVANIZED STEEL PIPE (SCHEDULE 40)

A. Pipe:

1. Standard weight galvanized steel pipe, Schedule 40, with makers name rolled into each length.

B. Fittings:

1. Threaded: Galvanized malleable iron with flat band pattern.

2. Mechanical Couplings: Victaulic Style 07, rolled groove.

C. Joints: Red or white lead and oil or approved compound.

D. Application: Auxiliary drain piping and other piping systems subject to periodic wetting and drying.

2.3 BLACK STEEL PIPE (SCHEDULE 40) FIRE STANDPIPE

A. Pipe:

1. Standard weight black steel pipe, Schedule 40, welded or seamless, with manufacturer's name rolled into each length. Schedule 10 piping is not acceptable.

B. Fittings:

1. Threaded: Standard malleable iron couplings with flat band.

2. Welded or Flanged: Schedule 40 steel.

3. Mechanical Couplings: Victaulic Style 77, rolled groove.

C. Joints: Red or white lead and oil or approved compound.

D. Application:

1. Threaded: All standpipe systems.

2. Mechanical: All standpipe systems, 2-1/2 inches in size and above.

3. Welded: All fire standpipe over 175 PSIG.

2.4 ACCEPTABLE MANUFACTURERS

A. Mechanical Couplings:

1. Victaulic
2. Tyco
3. Reliable

B. Piping:

1. Allied Tube and Conduit Corp.
2. Berger Pipe Co.
3. Wheatland Tube Co.

C. Fittings:

1. Flagg
2. Nibco
3. Stockham
4. Victaulic

2.5 UNIONS AND FLANGES

A. Unions for Pipe 2 inches and Smaller:

1. Ferrous Piping: Class 250, malleable iron, threaded.
2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

B. Flanges for Pipe 2-1/2 inches and Larger:

1. Ferrous Piping: Class 150, forged steel, slip-on flanges.
2. Gaskets: 1/16 inch thick preformed neoprene gaskets.
3. Flanges shall be of same weight as the fittings and valves in each service category. Welding neck flanges shall be used with flanged valves and equipment on welded lines. Galvanized screwed flanges shall be used on galvanized screwed lines. Flanges shall be drilled in conformance with 150 lbs. or 300 lbs. standard and shall be faced and spot-faced. Threaded and loose flanges on brass piping shall be brass. Laps shall be machined on front, back and edge. Threaded flanges shall have faces perpendicular to adjoining pipe.

2.6 PIPE FITTINGS

A. Each pipe fitting shall have cast, stamped, or indelibly marked on it the marker's name or mark, weight, and quality of the product when such marking is required by the approved standard.

B. Welding fittings shall be of same material and schedule as pipe to which they are welded. Welding fittings including laterals shall be approved factory reinforced to develop full working pressure of connecting piping main. Welding elbows shall be long radius pattern. Welding fittings shall be used exclusively, except as otherwise specified. Weldolets may be used for branches only where branch is two (2) or more nominal pipe sizes smaller than main or riser. All welding "lateral" fittings shall have pressure ratings equal to the pipe with which they are to be used. Welding fittings shall be of Tube-Turn or Walworth manufacture or approved equal, to conform to ASTM-A-234 specifications.

C. Nipples shall be extra heavy shoulder type of same material as pipe, close nipples are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

E. Route pipe in straight line.

F. Install pipe to allow for expansion and contraction without stressing pipe or joints.

3.3 INSTALLATION - ABOVE GROUND PIPING

A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

B. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.

C. Group piping whenever practical at common elevations.

D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 22 05 29.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 07 00.

G. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Division 08.

H. Install non-conducting dielectric connections wherever jointing dissimilar metals.

I. Establish invert elevations, slopes and for drainage. Maintain gradients.

J. Slope piping and arrange systems to drain at low points.

K. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

L. Install piping penetrating roofed areas to maintain integrity of roof assembly.

M. Install valves in accordance with Section 21 05 04.

N. Install pipe identification in accordance with Section 22 05 53.

O. Insulate piping. Refer to Section 22 07 00.

P. Install piping specialties in accordance with Section 23 22 16.

3.4 FIELD QUALITY CONTROL

A. General Conditions.

B. Fire standpipe and fire sprinkler systems shall be tested in accordance with NFPA-13 and NFPA-14.

3.5 CLEANING

A. General Conditions.

END OF SECTION 21 05 03

- NO TEXT ON THIS PAGE -

SECTION 21 05 04

VALVES FOR FIRE SUPPRESSION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: General Duty Valves for the following systems:

1. Fire Suppression standpipes, sprinklers and equipment.

B. Related Sections:

1. Section 09 91 23 - Interior Painting: Product and execution requirements for painting specified by this section.

2. Section 21 05 03 - Pipes Tubes for Fire-Suppression Piping and Equipment: Product requirements for piping for placement by this section.

3. Section 21 05 05 - Hangers and Supports for Fire-Suppression Piping and Equipment: Product requirements for pipe hangers and supports and firestopping for placement by this section.

4. Section 21 13 13 - Wet-Pipe Sprinkler Systems: Product requirements for wet sprinkler piping for placement by this section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

B. ASTM International:

C. American Water Works Association:

1. ASTM A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.

2. ASTM B 62 - Standard Specification for Composition Bronze or Ounce Metal Casting.

3. ASTM D 429 - Standard Test Methods for Rubber Property-Adhesion to Rigid Substrates.

4. ASTM B 763 - Standard Specification for Copper Alloy Sand Casting for Valve Application.

5. AWWA C 500 - Standard for Metal-Seated Gate Valves for Water Supply Service.

6. AWWA C 509 - Standard for Resilient-Seated Gate Valves for Water Supply Service.

7. AWWA C 515- Standard for Reduced Wall, Resilient- Seated Gate Valves for Water Supply Service.

8. AWWA C 550 - Standard for Protective Epoxy Interior Coatings for Valves and Hydrants.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes.

C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.

D. Design Data: Indicate pipe sizes. Indicate pipe sizing methods. Indicate calculations used.

E. Welders' Certificate: Include welders' certification of compliance with ASME Section IX.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.

B. Perform Work in accordance with NYCBC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three (3) years documented experience trained by manufacturer.

C. Design pipe hangers and supports under direct supervision of a Licensed Professional Engineer experienced in design of this Work and licensed in the State of New York.

1.6 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 ENVIRONMENTAL REQUIREMENTS

A. General Conditions.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. General Conditions.

PART 2 - PRODUCTS

2.1 GENERAL

A. All fire protection water control valves within the building shall be either wedge gate valves with painted iron wheel handles, shall have gland followers in stuffing boxes, and shall be constructed so that they may be repacked while open and under pressure; or slow-closing quarter-turn gear-operated butterfly valves.

B. All valves shall have the name of the manufacturer and working pressure cast or stamped on body.

C. All valves: to be U.L. listed and FM approved.

D. All valves shall be with threaded or flanged ends as required by the piping system in which they are installed.

E. Valves shall be selected for a minimum working pressure or 200 psig.

2.2 VALVES

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Milwaukee Valve Co.

2. Crane Valve Co.

3. Anvil International

4. Nibco Inc.
5. Mueller Co.
6. Victaulic Co.
7. Or approved equal.

B. Gate Valves:

1. Up to and including 2 inches: Bronze body and trim, rising stem, hand wheel, solid wedge or disc, threaded ends.
2. Over 2 inches: Iron body, bronze trim, rising stem pre-grooved for mounting tamper switch, hand wheel, OS&Y, solid rubber covered bronze or cast iron wedge, flanged ends.
3. Post Indicator Type: Iron body, bronze trim, non-rising stem with bolted bonnet, solid bronze wedge, flanged ends, iron body indicator post assembly.

C. Butterfly Valves:

1. Up to and including 2 inches: Bronze Body, Stainless steel disc, resilient replaceable seat, grooved ends, extended neck, hand wheel and gear drive and integral indicating device, and built-in tamper proof switch rated 10 amp at 115 volt AC, open-type D.P.D.T.
2. 2-1/2 inches and Larger: Cast or Ductile Iron Body, chrome or nickel plated ductile iron or aluminum bronze disc, resilient replaceable EPDM seat, wafer, grooved ends. With extended neck, hand wheel and gear drive and integral indicating device and external tamper switch rated 10 amp at 115 volt AC, open-type, D.P.D.T.

D. Check Valves:

1. Up to and including 2 inches: Bronze body and swing disc, rubber seat, threaded ends.
2. Over 2 inches: Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, flanged ends with automatic ball check.
3. 4 inches and Over: Iron body, bronze disc with stainless steel spring, resilient seal, threaded, wafer, or flanged ends.

E. Drain Valves:

1. 2 inches and smaller: Straight or angle globe valve, bronze, 200 W.W.P. with hose thread nipple and cap.

2.3 SECTIONAL AND RISER CONTROL VALVES

A. Riser control valves, where practical, shall be located within a required stair enclosure serving the entrance floor. Provide a sign indicating the valve location, installed within the stair enclosure at the entrance floor.

B. Where riser control or section valves are located outside of a required stair enclosure, the valves shall be of such type and so installed so as to be remotely operated by an electronic motor. The remote control shall be from either the entrance floor or from the fire pump room. Operating devices shall be grouped, suitably housed, and kept locked with a Fire Department lock and key. The door of the housing shall be embossed to indicate the purpose of the device. Instructions for operating the remote valves by the control device shall be legible, detailed, and complete, and shall be permanently secured to the inner face of the door.

1. Electric Motor Operator for Butterfly Valve shall be similar to Kennedy Valve Electric Motor Operator, provided with an auxiliary handwheel operator for manual operation. Rated for 300 psi. 120 volts. Normally open. Slow Opening and closing time rated for Fire Protection usage

C. Each valve shall be so designed and installed as to permit its manual operation at the valve locations.

D. Sectional control valves shall be provided at maximum 100 foot increments in all standpipe risers.

E. Each control valve shall be conspicuously marked with the number assigned to it on the riser diagram for the standpipe system. Each valve shall have a metal sign stating "Standpipe Control Valve" securely hung from the valve.

F. Sectional and riser control valves 6" and larger shall have a minimum 3/4 inch valve by-pass. Sectional control valves shall be installed at 100-foot increments in all standpipe risers.

G. Metal tag with number identifying control valve shall be conspicuously marked with the number assigned to it on the riser diagram for the standpipe system. The marking shall be in white figures, 1½ inch high, on a 2-inch square engraved anodized aluminum tag with a red background. Tags shall be as manufactured by Seton Nameplate Corp., Brimar Industries, Inc., Marking Services Inc. or by EMED Co.

2.4 FLOOR CONTROL VALVES

A. 2-1/2 inches and larger: Provide butterfly valve with grooved ends, including integral supervised open D.P.D.T. tamper switch.

B. Floor control valve assembly to include supervised butterfly valve, check valve, flow switch, inspector's test and drain assembly and drain.

2.5 TEST/DRAIN VALVES

A. Provide a brass construction combination inspector's test and drain valve.

2.6 PRESSURE RESTRICTING DEVICE

A. 2-1/2 inches hose stations: When the normal static pressure measured at a hose connection exceeds 100 psig, the valve shall be equipped with an adjustable type pressure restricting device (PRD) so that the static and residual pressures will not exceed 100 psi.

B. PRD shall be similar to Croker 2-1/2 inches model 5374.

2.7 PRESSURE REDUCING VALVES

A. Provide listed pressure-reducing valves that are intended to keep the maximum outlet pressure to 165 psi at any point in the sprinkler portion of the system. Valves shall be similar to PRV-1 as manufactured by TYCO. Pressure gauges shall be installed on the inlet and outlet sides of each pressure-reducing valve. Relief valve shall also be provided on the discharge side of the pressure-reducing valve.

B. Provide labeling/indications on pressure reducing valves relating to building's address and the stairs/floors served by the valve.

2.8 LADDER

A. Provide permanent heavy steel ladders to provide access to valves in accordance with the code requirements. Ladders shall be of width and height required, shall be made of heavy steel bars and heavy rungs and shall be permanently fastened at location. Where the shut-off valve adjacent to the sprinkler alarm valve is located higher than 7' above the floor, ladder shall be provided where directed.

2.9 AUTOMATIC BALL DRIP

A. Automatic Ball Drip shall be 3/4 inch Potter-Roemer Fig. 5982 or Croker Corp. Fig. 6781.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All valves shall be installed only in the upright vertical or horizontal positions unless specifically otherwise required by the drawings.

B. All valves shall be installed in accessible locations to facilitate easy removal for repair or replacement.

END OF SECTION 21 05 04

SECTION 21 05 05

HANGERS, SUPPORTS AND ANCHORS FOR FIRE SUPPRESSION SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hangers, supports, anchors and guides for fire protection piping and equipment.

B. Related Sections:

1. Section 09 91 23 - Interior painting
2. Section 21 05 04 - Valves for Fire Suppression
3. Section 21 13 13 - Wet-Pipe Sprinkler Systems

1.2 SUBMITTALS

A. General Conditions.

B. Manufacturer's literature, catalog data and illustrations.

C. Shop Drawings indicating:

1. Dimensions.
2. Construction details of hangers, inserts, anchors and guides.
3. Materials.
4. Maximum Load.
5. Locations.
6. Recommended installation procedures.
7. Isolator loading and deflection.
8. Spring diameters, compressed spring heights at rated load; solid spring heights.
9. Equipment operating speeds.

1.3 QUALITY ASSURANCE

A. Codes and Authorities:

1. Federal Specification WW-H171b.
2. ASA Code for Pressure Piping.
3. ASTM A-575-73.
4. MSS SP-58-67.
5. MSS SP-69-66.
6. Underwriters Laboratories.
7. Factory Mutual.
8. National Fire Protection Association

B. Perform Work in accordance with NYCBC.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three (3) years documented experience trained by manufacturer.

C. Design pipe hangers and supports under direct supervision of a Licensed Professional Engineer experienced in design of this Work and licensed in the State of New York.

1.5 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.6 ENVIRONMENTAL REQUIREMENTS

A. General Conditions.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 COORDINATION

A. General Conditions.

PART 2 - PRODUCTS

2.1 HANGERS

A. All bracket, clamp and rod sizes indicated in this specification are minimum sizes only. All structural hanging materials shall have a built-in safety factor of 5.

B. Provide rolled-steel auxiliary pipe supports as required.

C. Anchor points shall be located and constructed to permit the piping system to take up its expansion and contraction freely in opposite directions from the anchored points.

D. Guide points shall be located and constructed wherever required or shown on drawings and at each side of an expansion joint or loop, to permit free axial movement only in a piping system.

E. All hangers shall be U.L. listed and FM approved.

F. C-clamps with locknut and retaining clip will be permitted.

G. Pipe Hanger Schedule:

	Carpenter & Paterson 'Witch'	Grinnell	I.R. Rauch's & Sons
C-Clamp with Retaining Clip and locknut	47	86	47
(pipe sizes 2" & smaller)	with 22	with 89	with 22
Beam Clamp	293	228	82
Multi-J Hook	---	---	228
J Hook	---	---	221
Clevis Hanger	100	260	100
Clevis hanger w/Saddle	100SH	---	100SH
180° Shield	265P	168	265P
Single Rod Roll Hanger	140	181	140

	Carpenter & Paterson 'Witch'	Grinnell	I.R. Rauch's & Sons
Double Rod Roll Hanger	142	171	142
Trapeze	---	46	1600-1700
U-bolt Adjustable Pipe	283	137C	283
Stanchion Saddle	247	259	247
Welded Steel Bracket	84 or 139	199 or 195	84 or 139
Riser clamp	126	261	126
Welded Beam Attachment	113A	66	---
Welded Beam Attachment w/bold & nut	113B	66	113A
Concrete Insert	108	282	180 or 181
Phillips Inserts	513	Phillips Insert	1000

H. Hanger Rod Schedule:

Pipe Size	Rod Diameter
2" and smaller	3/8"
2-1/2" - 3-1/2"	1/2'
4" - 5"	5/8"
6"	3/4"
8" - 12"	7/8"

I. Acceptable Manufacturers:

1. I.R. Rauch's & Sons
2. Grinnell Company, Inc.
3. Carpenter & Paterson
4. Or approved equal.

2.2 FOUNDATIONS

A. All equipment, piping, etc., shall be mounted on approved foundations, all as specified herein, or as shown on the drawings.

B. All floor-mounted equipment shall be erected on 12" high concrete pads, over the complete floor area of the equipment, unless specified to the contrary herein. Hereinafter, wherever vibration eliminating devices and/or concrete inertia blocks are specified, these items shall in turn be mounted upon aforementioned pads unless specified to the contrary herein.

C. All concrete foundations and supports (and required reinforcing thereof) will be furnished and installed under this Section of the Specification. Furnish templates for all concrete foundations and supports, and all required hanger bolts and other appurtenances necessary for the proper installation of equipment. Submit shop drawings showing the complete details of all foundation bases including necessary concrete and steel work, vibration isolation devices, etc.

2.3 FLASHING

A. Metal Flashing: 26 gage thick galvanized steel.

B. Metal Counterflashing: 22 gage thick galvanized steel.

C. Lead Flashing:

1. Waterproofing: 5 lb./sq. ft sheet lead.

2. Soundproofing: 1 lb./sq. ft sheet lead.

D. Flexible Flashing: 47 mil thick sheet butyl; compatible with roofing.

E. Caps: Steel, 22 gage minimum; 16 gage at fire resistant elements.

2.4 SLEEVES

A. Sleeves for Pipes through Non-fire Rated Floors: 18 gage thick galvanized steel.

B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings and Potentially Wet Floors: Schedule 40 galvanized steel pipe.

C. Sleeves for pipes through Rated Construction: Galvanized steel, thickness as required to meet UL1479 requirements.

D. Sealant: Acrylic; refer to Division 07.

2.5 MECHANICAL SLEEVE SEALS

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Thunderline Link-Seal, Inc.

2. NMP Corporation

3. Or approved equal.

B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve,

connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.6 FORMED STEEL CHANNEL

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Allied Tube & Conduit Corp.
2. B-Line Systems
3. Unistrut Corp.
4. Or approved equal.

B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.7 FIRESTOPPING

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. 3M fire Protection Products
5. Specified Technology, Inc.
6. Or approved equal.

B. Product Description: Different types of products by multiple manufacturers are able as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Multiple component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Multiple component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.

5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.

6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.

7. Firestop Pillows: Formed mineral fiber pillows.

C. Firestopping system shall meet UL1479 requirements.

D. Color: As selected from manufacturer's full range of colors.

2.8 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Dam Material: Permanent:

1. Mineral fiberboard.

2. Sheet metal.

3. Alumina silicate fire board.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

D. General:

1. Furnish UL listed products.

2. Select products with rating not less than rating of wall or floor being penetrated.

E. Non-Rated Surfaces:

1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

3.2 INSTALLATION

A. All piping shall be supported only from building structural steel or galvanized steel inserts imbedded in poured concrete. Where piping revisions are required after slabs are poured, pipes 3" and smaller may be supported at intermediate points by "Phillips" or other 3/4" expansion bolts and shields, provided main supports are not less than 20' on centers. All inserts, expansion bolts and shields in post-tensioned concrete slabs shall be submitted to Structural Engineer for approval prior to commencement of work. Intermediate supports for piping 4" and larger shall be attached to concrete beams or columns by means of 4" x 4" x 3/8" (horizontal) and supporting rod at 90° from anchor bolt. It is the intent that inserts are only permitted in poured concrete construction.

B. Hanger Locations for Horizontal Piping:

1. Steel Piping 1-1/4" and Smaller: Every 6'.

2. Steel Piping 1-1/2" and Larger: Every 10'.

C. Support Locations for Vertical Piping:

1. Threaded & Mechanical Joint Piping: At every floor, but in no case greater than 20-foot intervals.

D. Hangers shall be installed outside of piping insulation with a semi-cylindrical galvanized shield set between the hanger and insulation.

E. All beam attachments shall be installed on clean, smooth, and non-fireproofed sections of the beam.

F. All fire protection piping shall be hung individually from the structure.

G. All hangers, anchors, rods and supports shall be painted.

H. Supporting piping from other piping, conduit or ductwork is prohibited.

3.3 INSTALLATION - INSERTS

A. Install inserts for placement in concrete forms.

B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.

D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASTM F708, MSS SP58, MSS SP69 and MSS SP89.

B. Support horizontal piping as scheduled.

C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.

D. Place hangers within 12 inches of each horizontal elbow.

E. Use hangers with 1-1/2 inch minimum vertical adjustment.

F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.

G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.

H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.

I. Support riser piping independently of connected horizontal piping.

J. Provide copper plated hangers and supports for copper piping.

K. Design hangers for pipe movement without disengagement of supported pipe.

L. Prime coat exposed steel hangers and supports. Refer to Division 09. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00.

N. All rooftop piping supports shall be anchored to the structure and shall be able to withstand 120 MPH wind loading.

3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending a minimum of 6 inches beyond supported equipment. Refer to Division 03.

B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct supports of formed steel channel. Brace and fasten with flanges bolted to structure.

D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.6 INSTALLATION - FLASHING

A. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.

B. Flash vent and water pipes projecting 12 inches minimum above finished roof surface with lead worked 1 inch minimum into hub, 8 inches minimum clear on sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.

C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.

D. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.7 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with mechanical sleeve seals.

B. Set sleeves in position in forms. Provide reinforcing around sleeves.

C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

D. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.

E. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent work with firestopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

F. Install chrome plated steel escutcheons at finished surfaces.

3.8 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping and other items, requiring firestopping to meet UL1479 requirements.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.

D. Place intumescent coating in sufficient coats to achieve rating required.

E. Remove dam material after firestopping material has cured.

F. Fire Rated Surface:

1. Seal opening at floor, wall, partition, ceiling, and roof as follows:

   a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

   b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

   c. Pack void with backing material.

   d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.

G. Non-Rated Surfaces:

1. Seal opening through non-fire rated wall, partition floor, ceiling and roof opening as follows:

   a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

   b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

   c. Install type of firestopping material recommended by manufacturer.

2. Install escutcheons, floor plates or ceiling plates where piping, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.

3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.

4. Interior partitions: Seal pipe penetrations at computer rooms, telecommunication rooms and data rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit

3.9 FIELD QUALITY CONTROL

A. General Conditions.

3.10 CLEANING

A. General Conditions.

END OF SECTION 21 05 05

SECTION 21 13 13

WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes wet-pipe sprinkler system, system design, installation and certification.

B. Related Sections:

1. Division 26 - Equipment Wiring Connections: Execution requirements for electric connections to equipment specified by this section.

1.2 REFERENCES

A. National Fire Protection Association:

1. NFPA 13 - Installation of Sprinkler Systems.

2. Factory Mutual Global.

1.3 SYSTEM DESCRIPTION

A. System to provide coverage for entire building areas noted in Schedule.

B. Provide hydraulically designed system to NFPA 13 light hazard and ordinary hazard, Group 1 occupancy requirements.

C. Interface system building fire and smoke alarm system.

D. Provide fire department connections as indicated on Drawings.

1.4 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate layout of finished ceiling areas indicating sprinkler locations coordinated with ceiling installation. Indicate detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls. Submit hydrant flow test, hydraulic calculations and shop drawings, signed and sealed by a Licensed Professional Engineer in the State of New York.

C. Product Data: Submit data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

D. Samples: Submit two (2) of each style of sprinkler specified.

E. Design Data: Submit design calculations, signed and sealed by a Licensed Professional Engineer in the State of New York.

F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.

C. Operation and Maintenance Data: Submit components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NFPA 13 and NYCBC.

B. Maintain one (1) copy of each document on site.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three years documented experience trained by manufacturer.

C. Design system under direct supervision of a Licensed Professional Engineer experienced in design of this Work and in the State of New York.

1.8 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Store products in shipping containers until installation.

C. Furnish piping with temporary inlet and outlet caps until installation.

1.9 MANUFACTURER'S WARRANTY

A. General Conditions.

B. Furnish five-year manufacturer warranty.

1.10 EXTRA MATERIALS

A. General Conditions.

B. Furnish extra sprinklers under provisions of NFPA 13.

C. Furnish suitable wrenches for each sprinkler type.

D. Furnish metal storage cabinet.

PART 2 - PRODUCTS

2.1 AUTOMATIC SPRINKLERS

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Viking Sprinkler Corp.
2. Reliable Automatic Sprinkler Corp.
3. TYCO.
4. Or approved equal.

B. Suspended and Gypsum Board Ceiling Type:

1. Type: Concealed pendant type with matching push on cover plate.
2. Finish: Enamel, color white.
3. Escutcheon Plate Finish: Enamel, color white.
4. Fusible Link: Glass bulb type temperature rated for specific area hazard.

C. Exposed Area Type:

1. Type: Standard upright type with guard.
2. Finish: Brass.
3. Fusible Link: Glass bulb type temperature rated for specific area hazard.

D. Guards: Finish to match sprinkler finish.

2.2 PIPING SPECIALTIES

A. Valve Supervisory Switch: Locate on each valve as designated on the drawings. Switches shall be mounted so not to interfere with the normal operation of the valve and shall be adjusted to operate within two revolutions of the valve control or when the stem has moved no more than one-fifth of the distance from its normal position. The switch mechanism shall be contained in a weatherproof die-cast aluminum housing which shall provide 3/4" tapped conduit entrance and incorporate the necessary facilities for attachment to the valve. Switch housings shall be finished in red baked enamel. The switch mechanism shall have a minimum rated capacity of 7 amp, 125 volt, 0.25 amp, 24 volt D.C. The entire assembly shall be tamper proof and arranged to cause a switch operation if the housing cover is removed or if the unit is removed from its mounting. Provide Potter Model OSYSY-2 supervisory switch with two (2) sets of S.P.D.T. contacts.

2.3 ALARM DEVICES

A. Alarm-device types shall match piping and equipment connections.

B. Water-Flow Indicators:

1. Potter Electric Signal Co. Model VSR-F.
    a. ADT Security Services, Inc.
    b. McDonnell & Miller; ITT Industries.
    c. System Sensor; a Honeywell company.
    d. Viking Corporation.
    e. Watts Industries (Canada) Inc.
    f. Or approved equal.
2. Standard: UL 346.
3. Water-Flow Detector: Electrically supervised.
4. Components: Two single-pole, double-throw circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
5. Type: Paddle operated.
6. Pressure Rating: 250 psig.
7. Design Installation: Horizontal or vertical.

C. Valve Supervisory Switches:

1. Potter Electric Signal Co. Model OSYSU-2:

a. Fire-Lite Alarms, Inc.; a Honeywell company.

b. Kennedy Valve; a division of McWane, Inc.

c. System Sensor; a Honeywell company.

d. Or approved equal.

2. Standard: UL 346.

3. Type: Electrically supervised.

4. Components: Single-pole, double-throw switch with normally closed contacts.

5. Design: Signals that controlled valve is in other than fully open position.

PART 3 - EXECUTION

3.1 GENERAL

A. Information included in this specification and of various agency requirements are given as a guide only. The contract documents do not relieve Contractor's responsibility to provide all work and equipment necessary to complete the installation in accordance with all requirements.

3.2 INSTALLATION

A. Install in accordance with NFPA 13.

B. No pipes or other apparatus shall be installed so as to interfere in any way with the full swing of the doors. The arrangement, positions and connections of pipes, drains, valves, etc., shown on the drawings, shall be taken as a close approximation and while they shall be followed as closely as possible, the right is reserved by the Commissioner to change the locations to accommodate any conditions which may arise during the progress of the work without additional compensation to this contractor for such changes, provided that the changes are requested to the installation of this work.

C. All piping shall drain back to the risers or be provided with drain valves. Special precautions must be taken to avoid electrical work and ventilation ducts and no piping shall pass below lighting fixtures in luminous ceilings or under skylights.

D. All piping shall be unexposed except in no-ceiling areas. Where required, heads shall be located below ducts. Diffusers and lighting fixtures take preference in room layout.

E. In areas with restricted head room, heads and piping shall be tight to ceilings and provided with guards.

F. No heads shall be nearer than 6 inches to a ceiling support, and where 12" x 12", 24" x 24" or 24" x 48" ceiling panels are used, the heads shall be located in the center of the panel.

G. Install sprinkler heads in all areas on a true axis line in both directions with a maximum deviation from the axis of 1/2" plus or minus. In acoustical tile ceilings, sprinkler heads shall be located on center of tile. At the completion of the installation, remove and reinstall any heads found to exceed the above mentioned tolerances.

H. Install guards on sprinklers as indicated on Drawings or as verified in field as requiring a guard.

I. Hydrostatically test entire system in accordance with NFPA 13.

J. Require test be witnessed by the Commissioner and the City of New York.

K. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than NPS 1/4 and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.

L. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.3 SPRINKLER COVERAGE

A. For determination of sprinkler systems, spacing and sizing, the following coverage ratings as listed in NFPA 13 and as listed by the insurance company for this project shall be followed. Also, comply with local authorities' requirements.

B. Provide sprinklers where shown on the drawings.

C. Hydraulically Calculated System: The system shall be hydraulically designed to provide a density based on NFPA requirements and the requirements of the insurance company and the local authorities.

Area	Hazard Classification	Density GPM/Sq.Ft.	Area of Application
General Public Areas	Light	0.10	1500
Storage rooms,	Ordinary	0.15	1500

D. Light Hazard Coverage: 225 square feet per sprinkler head

E. Ordinary Hazard Coverage: 130 square feet per sprinkler head.

F. Floor Openings: A curtain of sprinkler heads on 6'-0" centers shall be provided to encircle the floor opening at the draft curtain to conform to NFPA 13, 4-4.8.2.3 and 85A4-4.8.2.3.

3.4 DRAINS AND TEST PIPES

A. Provide drains at base of riser, valved sections inside building, and other locations indicated or requiring same for complete drainage of systems. Siamese drains shall be equipped with automatic ball drips. Other drains shall be valves and/or plugs as indicated and/or required. Pipe drains to location as required.

B. Test pipes shall be valved and piped to discharge through proper orifice at approved locations.

C. Install buried shut-off valves in valve box.

D. Approved double check valve back-flow preventer assembly installed at sprinkler system water source connection by the Contractor.

E. Locate fire department connection with sufficient clearance from walls, obstructions, or adjacent Siamese connectors to allow full swing of fire department wrench handle. Install pipe bollards to protect from possible damage.

F. Locate outside alarm-gong on building wall.

G. Place pipe runs to minimize obstruction to other work.

H. Install piping in concealed spaces above finished ceilings.

I. Hydrostatically test entire system in accordance with NFPA 13.

J. Require test be witnessed by Commissioner and the City of New York.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Verify signal devices are installed and connected to fire alarm system.

3.6 CLEANING

A. General Conditions.

B. Flush entire piping system of foreign matter.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. General Conditions.

B. Apply masking tape or paper cover to protect concealed sprinklers, cover plates, and sprinkler escutcheons not receiving field paint finish. Remove after painting. Replace painted sprinklers with new.

END OF SECTION 21 13 13

SECTION 22 05 00

GENERAL PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All work shall be subject to the General Conditions and shall comply with applicable requirements of the Contract.

B. This Section, 22 05 00, governs all requirements as applicable to the plumbing work specified in other Sections of Division 22.

1.2 REFERENCE STANDARDS

A. Compliance with the following codes and standards shall be required as applicable:

1.	NYCBC	New York City Building Code
2.	NYCPC	New York City Plumbing Code
3.	CISPI	Cast Iron Soil Pipe Institute
4.	NEMA	National Electrical Manufacturers Association
5.	FM	Factory Mutual
6.	NFPA	National Fire Protection Association
7.	ASTM	American Society for Testing Materials
8.	UL	Underwriters' Laboratories, Inc.
9.	NEC	National Electrical Code
10.	ASME	American Society of Mechanical Engineers
11.	ANSI	American National Standards Institute
12.	OSHA	Occupational Safety and Health Act
13.	AWWA	American Water Works Association
14.	MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
15.	ARI	Air Conditioning and Refrigeration Institute
16.	ISEA	Industry Safety Equipment Association
17.	NSF	National Sanitation Foundation
18.	PDI	Plumbing Drainage Institute
19.	FS	Federal Specification
20.	IAMPO	International Association of Plumbing and Mechanical Officials
21.	ASSE	American Society of Sanitary Engineering
22.	DOE	United States Department of Energy
23.	EPA	United States Environmental Protection Agency
24.	NYCFC	New York City Fire Code
25.	NYCMC	New York City Mechanical Code

26. NYCECC New York City Energy Conservation Construction Code (New York City Energy Code)

B. Conform to materials and equipment rating standards, listings or classifications of the above organizations as well as ratings, listings or classifications accepted under local codes and laws.

1.3 ABBREVIATIONS

A. In addition to those listed below, meanings of common abbreviations used in text of Division 22 of the Project Specifications are tabulated in ASHRAE Handbook, "Fundamentals", latest edition.

B. Project Abbreviations:

MER	Mechanical Equipment Room
HVAC	Heating, Ventilating and Air Conditioning
BMS	Building Management System
CM (GC)	Construction Manager (General Contractor)
AC	Air Conditioning
H & V	Heating and Ventilating
AWG	American Wire Gauge
BWG	Birmingham Wire Gauge
USS	United States Standard
B & S	Brown & Sharpe
OS & Y	Outside Screw and Yoke
IBBM	Iron Body Brass Mounted
WSP	Working Steam Pressure
PSIG	Pounds per Square Inch Gauge
PRV	Pressure Reducing Valve
GPM	Gallons per Minute
MBH	Thousand BTU per hour
BTU	British Thermal Units
F	Degrees Fahrenheit
WG	Water Gage
GPM	Gallons Per Minute
#	Number
SP	Static Pressure
CFM	Cubic Feet per Minute
LB	Pound (Also shown as: #)
	See Drawings for additional abbreviations

1.4 DEFINITIONS

A. "Provide" means furnish and install, complete, the specified material, equipment or other item and perform all required labor to make a finished installation.

B. "Furnish and install" has the same meaning as given above for "Provide."

1.5 REVIEW OF CONTRACT DOCUMENTS AND SITE

A. With the submission of his Bid, Contractor shall give written notice to the Commissioner of any materials or apparatus believed in-adequate or unsuitable, in violation of laws, ordinances, rules or regulations of Authorities having jurisdiction, and any necessary items of work omitted. In the absence of such written notice it is mutually agreed that the Contractor has included the cost of all required items in his Proposal for a complete project.

B. Contractor shall acknowledge that he has examined the Plans, Specifications and Site, and that from his own investigations he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads and uncertainties of weather; the conformation and condition of the ground; the character, quality and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed preliminary to and during the execution of the work; all federal, state, county, township and municipal laws, ordinances and regulations particularly those relating to employment of labor, rates of wages, and construction methods; and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

C. The City of New York assumes no responsibility for any understanding or representation made during or prior to the negotiation and execution of this Contract unless such understanding or representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility, therefore, is assumed by The City of New York.

1.6 MEASUREMENTS

A. Contractor shall base all his measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. He shall verify all measurements at site; and check the correctness of same as related to the work.

1.7 LABOR AND MATERIALS

A. All materials and apparatus required for the work shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.

B. Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed, at no additional cost to the City of New York.

1.8 COVERING OF WORK

A. No pipe, fitting, or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the Commissioner. Any unacceptable work, or unauthorized or disapproved materials discovered shall be removed and corrected immediately after being condemned.

B. Any type of equipment shown or specified to be installed outdoors, on grade or on roof, shall have appropriate protection against outdoor weather. Equipment such as motors, panels, etc. shall have rain hood or appropriate protection as provided under Division 22. Insulated pipes shall have aluminum covers or as specified. Insulated ducts shall be provided with aluminum jacket with overlapping, sealed joints. Uninsulated ducts shall be soldered joints and seams or as specified. Where no protection is feasible, such as in exposed vibration springs, hangers, pipe or steel members, such items shall be hot dipped galvanized or as approved by the Commissioner.

1.9 PROTECTION

A. Contractor shall protect the work and material of all trades from damage by his work or workmen, and shall replace all damaged material with new.

B. Contractor shall be responsible for work and equipment until his work is finally inspected, tested, and accepted; he shall protect his work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately installed; close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

C. Contractor shall be responsible for the preservation of all public and private property, along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures or utilities, and shall carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

D. All mechanical and electrical equipment delivered to the site shall have appropriate wrapping to protect them from rain, flood, wind, construction debris and all types of water damage normally encountered at the construction sites. Protection of equipment such as fans, coils, valves and similar equipment shall be the responsibility of the Contractor.

1.10 CUTTING AND PATCHING

A. Provide all cutting, rough patching and finish patching required for systems and equipment included in these specifications.

B. Furnish and locate all sleeves and inserts required before the floors and walls are built; Contractor shall pay the cost of cutting and patching required for pipes where sleeves and inserts were not installed in time, or where incorrectly located. Provide all drilling required for the installation of hangers.

C. All holes cut through concrete slabs or arches shall be punched or drilled from the underside. No structural members shall be cut without the approval of the Commissioner and all such cutting shall be done in a manner directed by him.

D. Contractor shall not do any cutting that may impair strength of building construction. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

E. Provide sleeves and fire stopping at piping and ductwork floor, wall and roof penetrations.

1.11 SUBMITTALS

A. Procedure:

1. Prepare a schedule of specific submissions at the outset of the Project for the Commissioner's review and approval; make submissions listed below and in the other Sections of Division 22 of the Project Specifications.

a. If submissions listed in other Sections of Division 22 are more specific than those listed below, comply with the more specific requirements.

b. Failure of the Contractor to submit Shop Drawings in ample time for checking shall not entitle him to an extension of Contract time, and no claim for extension by reason of such default will be allowed.

c. Piecemeal submittals are unacceptable and will not be reviewed. No submittal shall be considered for review, the review of which is contingent upon acceptance of other features for which submittals have not been submitted.

d. Submittals from Vendor without Contractor's review and approval stamp will not be reviewed.

e. Submittals shall not be used by the Contractor as a means to secure approval of a substitution. Contractor must indicate all deviations,

omissions and substitutions in his submittal; if there are none of these 3 exceptions, he shall then state on the submittal: "NO EXCEPTION TAKEN". Any submittal without stated exceptions, or without statement that no exception is taken will not be reviewed and will be rejected and returned to Contractor for rectification.

f. All products of a similar nature (i.e., valves, pipe, fixtures) shall be provided by one manufacturer.

B. Shop Drawings:

1. Manufacturer's Drawings:

a. Submit equipment listed in all applicable Sections - include material specifications, operating characteristics and finishes, specified agency listings or approvals.

b. Cuts, brochures or other literature submitted for expeditious approval but incomplete or missing items of hardware or software (performance data) shall be re-submitted until all system or equipment components have been reviewed and approved. Any item not included in the original or first submission shall be considered outstanding work until such item of equipment or work has been submitted or installed in place exactly conforming to the intent of the contract documents.

c. Contractor shall provide preliminary layout drawings of all major pieces of equipment (i.e., water heaters, pumps, backflow preventers), confirming that the submitted product physically fits within the architectural enclosures. This drawing is required along with the manufacturer's product data.

d. Contractors shall be responsible for all costs related to substitutions.

2. Installation Drawings:

a. Furnish coordinated drawings of equipment installation, including interconnecting piping and ductwork. Minimum scale for these drawings shall be 1/4 inch equals one foot for piping and 3/8 inch equals one foot for ductwork.

b. Coordinate space requirements for electrical, HVAC and other trades in the vicinity of work.

c. Include connections, anchorages and fastenings for piping, conduit and ductwork.

d. Make allowance for clearances for access to and maintenance of equipment.

e. Do not install any piping or equipment, in any area, prior to obtaining approval of its layout by means of submitting shop drawings.

f. Any missing items of equipment, material or labor, during initial submission of shop drawings, are to be completed and re-submitted for final approval. Shop drawing should not be used as a vehicle for obtaining variances, deviation or omission from the scope of contract documents. Approval of a submittal shall pertain to the portions that conform to the intent of the contract documents.

g. Submission of any missing, incomplete or otherwise deviant layout is subject to re-submission until all contract requirements have been properly included or shown on the same layout.

h. Submit drawings indicated on equipment and piping loads to structural engineer for review.

C. Required Samples:

1. Color samples, for prefinished items.

2. Natural finish metals, for quality of finish.

D. Reports:

1. Compliance with listings and approvals for equipment and for fire ratings.

2. Acceptance certificates from inspecting agencies.

3. Complete printed and illustrated operating instructions where required in report format.

4. Manufacturer's pressure tests on vessels.

5. Manufacturer's performance tests on operating equipment.

6. Field pipe testing reports.

7. Performance report on the balancing of water systems.

8. Additional reports as noted in other sections.

E. Specific references to any article, device, product or material, fixture or item of equipment by name, make or catalog number shall be interpreted as establishing a basis of cost and a standard quality. All devices shall be of the make and type listed by the City of New York, such as the Underwriters' Laboratories, and where required, approved by the authority having jurisdiction.

F. Contractor shall be responsible for any deviations in equipment size, motor horsepower and access requirement, from specified products.

1.12 COORDINATION

A. Contractor shall prepare preliminary shop drawings suitable for use in coordinating all work. The HVAC Section shall prepare and furnish background with ductwork at 3/8" = 1'-0" scale for all trades to indicate piping, cable tray and conduit in relation to all structural elements of the construction, including floor elevations; steel locations, size and elevations; partitions locations; door locations and direction of swing; and all other information required to assure coordination of the electrical, sheetmetal and piping trades and fire protection in relation to the Architectural function of the project. Coordination meetings shall be held under the supervision of the Commissioner. Each trade shall have proper representation at all coordination meetings for the purpose of detailing, on the drawings mentioned above, the exact location and routing of their work. After the conclusion of the coordination at the working meetings, each trade shall sign the coordinated originals, copies of which shall be distributed by the Contractor to all parties concerned including the Commissioner. Final shop drawings of all trades shall be in accordance with the coordinated drawing, after which final shop drawings shall be submitted for final approval.

B. If the trade contractor installs work so as to cause interference with work of other trades, he shall make necessary changes in work to correct the condition immediately without delaying project and without extra charge.

C. Dimensional layout plans of equipment rooms shall be made showing all bases, pads and inertia blocks required for mechanical equipment. Include dimensions of bases, bolt layouts, details, etc.

D. Contractor shall furnish all necessary templates, patterns, etc., for installing work and for purpose of making adjoining work conform, furnish setting plans and shop details to other trades as required.

1.13 CONCRETE AND GROUTING

A. Requirements for concrete and grouting are specified in other Sections.

1. Concrete shall be 3,000 psi stone concrete with water reducing admixture, except where otherwise specified.

2. Concrete shall have air entraining admixture where exposed to weather.

B. Contractor shall make coordinated layouts showing concrete work required for housekeeping pads, roof curbs, thrust blocks, etc. which are cast in place.

C. Concrete housekeeping pads: 4" minimum thickness, sized to cover the full area of each piece of equipment and access area provided under Concrete Work.

D. Concrete bases: Dimension and height to suit the equipment.

E. Concrete inertia blocks for vibration isolation. Dimensions designed by the vibration isolation equipment manufacturer and inertia block provided by the Contractor.

F. Outside the building all concrete work related to mechanical equipment shall be provided by the Contractor.

1.14 ACOUSTICAL PERFORMANCE OF EQUIPMENT AND SYSTEMS

A. Noise levels from operation of motor driven equipment, whether airborne or structure-borne, and noise levels created by or within plumbing equipment are not to exceed sound pressure levels determined by the noise criteria curves in the ASHRAE Guide and as noted under Section 23 05 48.

B. Acoustical Tests:

1. The Commissioner may require contractor to conduct sound tests for those areas or equipment he deems too noisy.

2. If NC level in any space exceeds that in the schedule or the specification due to improper installation or operation of mechanical systems, the Contractor is required to make remedial changes or repairs.

3. Contractor is required to retest until specified criteria has been met.

1.15 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Instructions and Demonstration for the City of New York's Personnel:

1. After all equipment is functioning properly, each system is to be automatically operated for ten (10) working shifts, and not to be adjusted during this period, 80 hours in heating and 80 hours in cooling seasons, scheduled at the convenience of the Commissioner. Any adjustments will void the test and start the time period all over again.

2. The hours of operation are to include the Commissioner's designated personnel in each shift, for each season.

3. During this period, instruct the Commissioner's designated personnel in the use, operation and maintenance of all equipment of each system. Training will include a lecture-type instruction given in a non-machine room environment. During the lesson, normal operation of the system installed and operating will be explained, along with troubleshooting procedures. This will be followed by a field inspection and demonstration of equipment.

4. The above instruction is exclusive of that required of specified equipment manufacturers. If more stringent or longer instruction is indicated for specific equipment or systems, these shall supersede the above requirements.

B. Operating and Maintenance Data:

1. Provide four (4) complete sets of manufacturer's catalogues, instructions, maintenance and repair information and parts lists for operating equipment and devices.

   a. Include performance curves for fans and pumps, factory furnished wiring diagrams and control diagrams, and applicable flow diagrams.

   b. Submit seven sets of instructions for distribution.

2. Data for the equipment actually installed is to be submitted.

3. The data is to be carefully checked for accuracy by comparison with the installed equipment nameplates.

4. Provide a recommended list of spare parts for equipment and list of special, non-standard tools to service equipment.

5. Index and assemble the instructions in durable loose-leaf binders.

6. The completed binders are to be available at the time the equipment installation begins.

1.16 RECORD DRAWINGS

A. Provide and maintain a currently up-to-date record set of reproducible prints showing all changes, additions or omissions made during construction. Contractor shall, at his own expense, produce the Record Drawings.

B. Deliver four (4) sets of all as-built drawings and one (1) set of reproducible drawings of the record drawings to the Commissioner before submitting requisition for final payment.

C. Shop Drawings shall be cross-referenced on the mylar copies for this requirement where applicable.

D. Submit AutoCAD compatible as-built drawing files.

PART 2 - PRODUCTS

2.1 IDENTIFICATION MARKINGS

A. Every valve, control, and apparatus installed under this Contract shall be tagged, labeled or stenciled as follows: Tags and labels securely fastened by brass chains, screws or

mastic as applicable. Equipment controls numbered according to equipment schedules on Plans. Tags numbered to conform to a directory listing number, location and use. Directories to be mounted under glass in aluminum self-closing frames, 8-1/2" x 11" in size.

1. Apply identification after testing, insulation and field painting are completed.

B. Valve Identification:

1. Provide an identification tag for each valve, including control valves.
2. Differentiate between the different classes of service in the numbering systems.
3. Use 2" brass tags stamped with designation numbers 1" high, filled in with black enamel.
4. Attach tags securely to handles or spindles of valves with heavy brass "S" hooks or brass chains.
5. Provide six copies of valve charts with one of each framed under glass and mounted where directed.

C. Piping Identification:

1. Provide on bare and covered pipes for all services.
2. Use a system of marking and colors conforming to ANSI A-13.1.
3. Install to provide permanent adhesion.
4. Install in readily visible location.
5. Apply legend and flow markers as required for maintenance purposes, with at least one marker in every 50'-0" of each line and at every change of direction.
6. Color Coding of Piping: Specify that, after piping has been finish painted, the installer of the piping shall identify the type of service lines with applied color bands. The direction of flow shall be indicated with stenciled arrows. Color bands shall be 1-inch wide, finished in gloss enamel; lettering and arrows shall be same color as the bands. Specify that indicators be applied at connections to pumps, chillers, and other equipment; at entrances to spaces; adjacent to valves; near access doors to pipe spaces; and at maximum intervals of 50 feet on long pipe runs. Specify that letters be positioned to be easily read from a normal standing position. If there is no standard for color code and designation, the following colors and letter designations shall be used:

PLUMBING PIPING

Service	Designation	Color
Cold water	Cold Water	Green
Hot water	Domestic hot water	Yellow
Non-potable water	Non-potable	Yellow
Sanitary	Sanitary sewer	Green
Vent	Vent	Yellow
Pump discharge	Pump discharge	Green

D. Equipment Identification:

1. Provide stencil lettering on operating equipment and units:

   a. Use black oil base paint, except where equipment finish is dark, use white paint.

   b. Make all characters distinguishable from the floor, but not less than 2" high.

2. For each motor starter, controller and similar accessory provide a lamicore nameplate attached with screws or rivets to a fixed part of the equipment in a visible location.

   a. Make plates not less than 2" x 1" x 1/8" thick with 1/4" high characters.

3. Equipment such as tanks, access doors to equipment such as filters, neatly stenciled with letters not less than 1 inch high. Any equipment too small to receive such stenciling shall be provided with brass name tags 2" x 1" in size.

4. In areas where removable ceilings occur, install appropriate color coded tile markers to indicate location of valves and other equipment or fittings that may require maintenance service.

E. Refer to Section 22 05 53 for additional requirements.

2.2 PROTECTION OF ELECTRICAL EQUIPMENT

A. Keep piping 2'-0" outside the vertical line of unprotected electrical equipment or provide non-corrosive metal (soldered 20 gauge copper or welded stainless steel), watertight support, pans piped to an open drain.

1. Construct and support pans to hold minimum depth of 3 inches of water.

2.3 ACCESS DOORS

A. General:

1. Steel, flush four-sided frame and door assembly, chemically cleaned after fabrication and painted with rust inhibitive primer.

2. Provide hardware and locking devices.

3. Provide access doors required for access to mechanical work through finished wall construction and non-removable ceiling construction.

4. Deliver doors and location information to appropriate trade for installation.

B. Provide flush type access door or panel no smaller than 18" x 18" and no larger than 24" x 24" for all valves, cleanouts, or apparatus located in chases, walls, non-accessible hung ceilings or floors; finish shall be prime coat, except floor panels which shall be polished brass or chrome plate. Doors and trim 14 gauge steel, frame 16 gauge steel, with flush concealed and standard flush locks, screwdriver operated cams, of Milcor manufacturer or approved equal.

1. All panels and their exact location subject to approval of the Commissioner.

2. Where space conditions prevent door swinging open, provide removable door on lift-up hinges. This will only be accepted on a case-by-case basis. This condition must be submitted to the Commissioner for approval prior to installation.

3. Furnish a complete list locating all access doors required in finished walls, ceilings, partitions, shafts and other inaccessible locations.

2.4 PRIME PAINTING

A. All piping, supports, auxiliary steel and miscellaneous iron within all MER's shall be prime painted as specified herein.

B. All exposed uninsulated piping, fittings, equipment stands, supports, platforms, cradles, and hangers; except chrome finished materials, shall be painted. All un-galvanized surfaces shall be painted with zinc chromate, or approved equal, and all galvanized surfaces shall be prime coated with a phosphate pretreatment coating, dry film thickness of 0.35 with a 0.50 mil. one coat Glid-Guard galvanized steel primer Y5229, or approved equal.

C. Upon completion of the prime coat of all mechanical equipment specified above, all insulated and exposed piping shall be painted with finish coating, as specified under Division 09 and/or other Sections. Contractor shall complete stenciling and color identification, following the finish painting.

D. Except where otherwise specified, steel piping in concrete and buried steel piping and steel tanks:

1. Provide heavy coat of bituminous solution primer.

2. In accordance with NFPA and other applicable codes.

E. Provide factory finishes, except as noted, to match Architect's color samples, for items appearing in exposed finished work, and including:

1. Equipment

2. Enclosures on equipment

F. All damaged factory painted surfaces shall be repaired to match original surface. If, in opinion of the Commissioner, such repairs are unsatisfactory, item in question shall be completely refinished or replaced with new.

2.5 WELDING

A. General:

1. All welding procedures, welders, and welding operators shall be qualified in accordance with the requirements of ASME/ANSI B31.9 and Section IX of the ASME Code, latest editions.

2. Welding procedures shall be reported on ASME Section IX Forms "QW," or its equivalent. Joint preparation sketches (to be included with the welding procedures) shall show all dimensions including tolerances, for bevel angle, land size, offset and root gap.

3. Contractor shall be responsible for the welding performed by personnel of his organization and shall conduct the required qualification tests and submit results to the Commissioner for his review and approval.

4. All welding procedures shall meet the requirements of New York City Fire Department Certified Requirements. The filing of MSDS form shall be held in the field office.

5. A copy of the welders and fire watch certificate shall be held in the field office of the sight.

B. Processes:

1. Employ the Manual Shielded Metal-Arc (SMAW) welding process.

2. Double butt welding shall be permitted on all joints accessible from both sides. Where double butt-welding is employed, the first root pass shall be back-chipped.

3. Welding of pressure parts shall be performed with low hydrogen type electrodes. Electrodes of Classifications E6012, E6013, E7014 and E7024 shall not be used.

4. Brazing and Soldering:

   a. Contractor shall prepare applicable "Brazing and Soldering Procedures" forms for approval of the Commissioner.

   b. Brazing shall conform to ASME Section IX.

   c. Soldering shall conform to the relevant procedures in the manuals of the Copper Development Association.

   d. For all refrigeration piping, the mechanics shall be skilled and specially trained in this type of pipe joining.

   e. The Commissioner may reject any brazed or soldered joint for lack of penetration or for other applicable grounds. These defective joints shall be redone until satisfactory.

C. Quality of Workmanship - In addition to conformance with the procedural and quality requirements set forth in the applicable Code or material specification, all welding shall meet the following requirements.

1. Butt welds shall have full penetrations and shall be slightly convex with uniform height.

2. Each weld shall be uniform in width and size throughout its full length.

3. Each layer of welding shall be smooth, free of slag, cracks, pinholes, undercut in excess of 1/32" and completely fused to adjacent weld beads and base metal.

4. Cover passes shall be free of coarse ripples, irregular surface, non-uniform bead patterns, high crown, and deep ridges or valleys between heads. The surface smoothness of the finished weld shall be suitable for the proper interpretation of non-destructive examination of the weld.

5. Surfaces of parts to be joined by welding shall be cleaned of all oil, grease, paint, scale and rust with solvent and/or wire brushing.

6. Fillet weld size shall be in accordance with the applicable code or as specified on the drawings with full throat and legs of equal length.

7. Welding filler metal and welding flux shall be properly stored in such a manner as to insure that no damage to the coating or corrosion of weld rod will occur. Low hydrogen type electrodes shall be stored in enclosures which provide a regulated temperature as prescribed by the electrode manufacturer. All electrodes shall be properly identified.

8. Socket welds shall have a gap of approximately 1/16" between the bottom of the socket and the end of the pipe prior to welding. Socket welds shall have a minimum of two weld layers.

9. Welds for steam piping shall be X-rayed in accordance with NYCBC requirements. Submit results of X-ray analysis for approval.

D. Repair and Weld Defects:

1. A weld is defective and shall be repaired if it does not meet the acceptance standard of each applicable non-destructive examination as defined ASME/ANSI B31.9, latest edition.

2. Repairs shall be made in accordance with ASME/ANSI B31.9, latest edition.

E. Welding Identification and Weld Marking:

1. All welds must be identified with the welder's identifying symbol. Welds, where more than one welder performs the work, shall be stamped by each welder.

2. Marking shall be done by a permanent method that will not result in sharp discontinuities.

3. Where stamping or marking on the base materials is not practical or feasible, permanently affixed metal bands of the same material may be applied. Stamping or any method of permanent marking on the bands is acceptable.

2.6 EQUIPMENT AND SYSTEMS CRITERIA

A. The criteria of design and performance to produce the required operation is based on equipment shown or scheduled, and as specified.

B. Equipment of other manufacturers will be considered, subject to its acceptability and the following:

1. The equipment must conform to the structural design provisions for loads applied to the structure; to the dimensions established by drawings for spaces and other (service, etc.) clearances; and for inlet and outlet locations and relationships to associated equipment and piping.

2. Changes to the building arrangement or structure, which are required to suit equipment offered must be by the Contractor at no extra expense to the City of New York.

3. Changes to the electrical requirements such as circuit breaker or starter size, conduit or wire size shall be coordinated by the Contractor and the expense borne by him with no additional cost to the City of New York.

C. Operating equipment, operating systems and other products are specified by names and models and also by performance criteria standards:

1. Where both specifying media are employed, the names and models establish a standard for manufacturing quality, while the performance criteria governs the capacity, rating or output.

2. In any question regarding intent, the capacity, rating or output which is compatible with the other systems, is intended to be of prime concern and is to be provided.

3. Contractor shall follow the Commissioner's Standards for Turn-Over Acceptance, Commissioning and Testing. Where there is a conflict between these requirements and Building Department's requirements, the more stringent requirements shall apply.

D. The descriptions of equipment and systems cover basic equipment and operation, but not all the details of design and construction.

1. The use of singular in descriptions does not limit the quantities to be furnished to produce the complete system, together with the results specified.

2. Furnish equipment required to provide specified performance under installed conditions.

3. Factory wiring and piping is to conform to specifications for field work, unless otherwise specified.

4. Provide trim, enclosures, transition pieces and accessories required to make complete installation in each instance.

E. All Mechanical Drawings are schematic and diagrammatic.

1. Symbols and diagrams are used to indicate the various items of work and the complete systems, but they do not necessarily have dimensional significance, neither do they necessarily include all related and subsidiary parts and equipment. Contractor shall provide all parts, elements, transition pieces, etc. as required for a complete and operational system.

2. The work is to be installed complete and ready for operation in conformity with the intent expressed on the Drawings and in the Specifications.

3. Coordinate work with the requirements of the Architectural and Structural drawings for dimensions, locations and clearances.

4. Locations of mechanical and electrical items which are exposed to view shall be taken from the Architectural Drawings where available, or are to be located as directed by the Commissioner.

5. Contractor shall provide all transition pieces and rises/drops for piping.

6. Minimum height of piping, valves, etc. in mechanical rooms excluding drops to equipment, shall be 7'-0" unless otherwise noted.

2.7 CLEANING AND ADJUSTING

A. Notification:

1. Inform the Commissioner of all cleaning, blowing out and fill-up schedules one week prior to starting.

2. Notify the Commissioner again, 48-hours prior to each event. If Commissioner does not attend the procedures, notify in writing, the specific task performed 24-hours after each event.

3. Leaks appearing during the various pressure tests shall be corrected by replacing all defective materials or welds and subsequent tests shall not be made until the piping is found in perfect condition. Caulking of screwed joints or peaning of welds is prohibited. Wherever it is necessary to cut out a weld and the ends of the pipe cannot be conveniently brought together, then a short piece shall be fitted in and welded.

4. Damage to the building and equipment resulting from tests shall be repaired at no additional cost to the City of New York.

5. Tests claimed to have been performed without following above procedures shall be deemed as not performed.

B. Cleaning:

1. Blow out, clean and flush each piping system and equipment, to clean thoroughly. MSDS forms for clean agent and procedure shall be presented to the field office. After cleaning, the systems shall be tested by an independent organization, approved by the Commissioner prior to testing.

2. Clean all materials and equipment; leave in condition ready to operate and ready to receive succeeding finishes where required.

3. Clean the operating equipment and systems to be dust free inside and out.

4. Clean concealed and unoccupied areas such as plenums and pipe spaces and equipment rooms to be free of rubbish and dust.

5. After completion of all pressure tests, properly clean every piece of apparatus furnished and remove caps and other provisions made for testing purposes only.

6. Cutting oil, excess pipe joint compound, finely divided solids and other similar foreign material shall be removed from all circulating water systems before they

go into operation. Before chemical cleaning of water systems flush with clean water. Each system shall be cleaned chemically with circulating solution as specified in this section. Fill, vent and circulate the system with this solution at maximum operating temperature for required duration. During cleaning procedure, circulation shall be stopped periodically followed by blow off at all low points. Immediately following chemical cleaning, system to be drained and then refilled with clean water to which treatment shall then be added. After systems have been drained, flushed and refilled, a chemical test shall be made to determine that the cleaning solution remaining in the system does not impart alkalinity to the water in excess of 300 ppm.

7. After the water piping system has been properly cleaned as indicated above, each water system shall be operated for a minimum of 3 days with 1/2" surgical felt, bonded to baskets on each pump strainer. Felt filters shall be run for as long a time as necessary to thoroughly clean all piping until approved by the Commissioner. During the cleaning period, heat exchangers and coil valves shall be kept closed for the entire cleaning period. Provide one (1) inch manual bypass at equipment to permit flushing of branch piping. For flushing and blow-off for main risers, provide drain valves at the bottom in the horizontal runout to the riser. Also provide an additional valve in the cyclo-clean separator piping for pumps with mechanical seals so that separator discharge water may be wasted during the cleaning procedure.

8. All pipe strainers shall be removed and cleaned upon completion of blowdown period.

9. After this period of operation, all systems shall be drained and refilled with fresh water as specified.

10. All equipment installed shall be thoroughly cleaned in preparation of the finished painting.

11. All dowels shall be aligned after system is running.

C. Adjusting:

1. Adjust and align equipment interconnected with couplings or belts. After one week of continuous operation, the technician will return to check and realign all shafts, bearings, seals, couplings and belt drives as needed. Provide report indicating completion of this work.

2. Adjust valves of all types and calibrate equipment of all types to provide proper operation.

3. Clean all strainers after system cleaning and flushing and again before final system startup.

4. Verify that each and every supply and return and exhaust fan, each fan coil unit fan, motor and automatic control valve is in running condition. All equipment shall be cleaned, including coils, motors, housing, pans, etc. and inspected by the Commissioner.

5. Submission of certified tests shall, in no way, relieve the Contractor of fulfillment of guarantee.

6. Gauges, instruments, thermometers and meters shall be checked and tested to specified accuracy.

7. Alarms shall be tested to fulfill satisfactory operating conditions.

8. Allow sufficient time to perform all tests, adjustments, etc., necessary to place the various systems in final operating condition, verify performance requirements and check all safety devices. Labor, instruments, etc., required for various tests shall be furnished by Contractor. The Contractor shall see that all his Sub-Contractors, manufacturer's representatives or Field Engineers necessary to check and adjust various systems are present, with sufficient forms, and that all test results are recorded properly and turned over to the Commissioner for approval.

9. The Commissioner will make final check for all systems only after the Contractor has completed and returned all recorded test data together with a letter that his work is 100% complete. Additional tests may be required to meet the requirements of the Commissioner for demonstration of various systems, whether or not specified, to verify performance, workmanship or for adjustments.

10. Unless otherwise specified, equipment shall be installed and adjusted in accordance with manufacturer's recommendations to function properly with capacities required or specified.

D. Running Test of Piping Systems:

1. Any section of the work, after it has been completed and otherwise satisfactorily tested, shall be put in actual operation by Contractor and operated by him for a period of 2 days of 24 hours each, during which time any defects which may appear shall be remedied and any necessary adjustments shall be made. Test shall be performed in the presence of the Commissioner and serve as part of the Instructions Program.

2. During the time of the tests, repack all valves, make all adjustments and otherwise put the apparatus in perfect condition for operation, and instruct the Commissioner's authorized personnel in the use of management of the apparatus. All joints shall be made absolutely tight under tests. Caulking of pipe joints or makeshift methods of repairing leaks shall not be allowed. Piping which is not tight under tests shall be taken down and reassembled.

3. All gauges, thermometers, alarms, instruments, etc. shall be tested to demonstrate that they are functioning properly and within the range of these devices, and to show their degree of accuracy.

4. If during the first test run, the system cannot be completely vented within 24 hours, install additional air vents at high points of system to facilitate quick venting of all water systems.

E. Permanent Equipment Operating During Construction:

1. Use only in same service as the permanent applications, provided that written approval is granted by the Commissioner.

2. Use disposable filters during temporary operation.

3. Expendable media, including belts used for temporary operation and similar materials are to be replaced just prior to acceptance.

4. Packing in equipment operated during construction must be repacked just prior to system acceptance, using materials and methods specified by the supplying manufacturer.

F. Tools:

1. Provide one set of specialized or non-standard maintenance tools and devices required for servicing the installed equipment.

PART 3 – EXECUTION

3.1 GENERAL

A. Temporary Protection:

1. Provide and maintain protection for the work whether completed or in progress.

2. Provide suitable coverings and enclosures.

B. Waterproofing:

1. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Commissioner before work is done. This Contractor shall provide all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

3.2 ACCESSIBILITY

A. The installation of valves, dampers and other items shall be conveniently and accessibly located with reference to the finished building floors, walls, roof and penthouses as applicable.

B. In-line pumps shall not be installed higher than 7 ft. above floor and shall be fully accessible for servicing its motor, valves, controls and instruments.

C. Equipment removal, tube-pull access door swing spaces shall be identified on shop drawings and maintained during installation.

3.3 EXISTING CONDITIONS

A. The existing building will remain occupied and operational throughout the duration of the renovation. Contractors shall protect existing systems that are to remain operational and shall take all precautions to minimize dust, debris, vibration and noise in order to limit any impact on the existing facility.

3.4 MODIFICATIONS TO EXISTING WORK

A. Contractor shall perform all work as shown or as specified, within the existing site and structures as part of this Contract without detriment to the existing systems or equipment to be kept in operation or maintained in their places.

B. For full extent of modifications to be done to existing systems, Contractor shall inspect existing systems and site conditions to familiarize himself with the complexity of his work related to removals and relocations required, and the existing finishes to be preserved without any damage resulting from possible careless installation procedures.

C. As-Built drawings are not available on the existing installations.

D. All cutting shall be done only by mechanics skilled in the particular trade which is affected. No cutting shall be done without proper protections against damage, dirt and dust resulting therefrom or without proper safeguards to workmen, the public, and occupants of buildings.

E. Before cutting is started in any location, Contractor shall carefully investigate conditions influencing human and structural safety. Existing piping, wiring and items concealed in walls and slabs, wherever these walls and slabs are removed, shall be properly relocated, rerouted or removed as the case may require.

F. Contractor shall perform all finish masonry, repairing, restoring and finishing of all cut openings, closing up of existing openings, and removing and restoring the affected sections of the suspended ceilings.

G. If, during partial occupancy of the building, circumstances necessitate temporary shutdown of any facilities or otherwise interfere with access to building, the Commissioner shall be given a minimum of 48 hours' notice before doing such work.

H. In all areas where interface, relocation or alternation work is to be done, Contractor shall disconnect and remove from the premises all existing piping, etc., that will not be required to remain in service after the alterations are completed. All such equipment (except as requested as salvage by the Commissioner) shall become the property of this Contractor, and he shall remove same from the premises immediately upon disconnection. Existing piping, etc., being removed shall not be reused.

I. Contractor shall move or relocate any existing mechanical equipment, piping, etc., which may temporarily interfere with the construction, (to a temporary location) if the existing equipment is to be kept in operation during construction. He shall also install temporary piping that might be required (during demolition or excavation and during the construction of tunnels, retaining walls, footings or columns) for offsetting all piping around the construction area in order to maintain services to the existing systems. Provide temporary piers, supports and hangers as required for excavation.

J. Contractor shall provide all cuts and openings through structural slabs and walls.

K. Upon completion, remove all temporary piping and equipment, shoring, scaffolds, etc., and leave all areas clean and free from material and debris resulting from work performed under this Section. Provide rough patching in areas shown.

L. Test all piping to be retained or shown to be re-used together with the new extensions connected to them. Install isolation valves as required.

3.5 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof, for purposes other than testing even with the Commissioner's consent, shall not be construed to be an acceptance of the work on the part of the Commissioner, nor shall it be construed to obligate the Commissioner in any way to accept improper work or defective materials.

B. Use of permanent equipment for temporary services must be approved in writing by Commissioner.

3.6 CODES, RULES, PERMITS & FEES

A. Contractor shall give all necessary notices, obtain all permits and filings including, but not limited to, New York City DEP, New York State DEC, New York City and State Building Code requirements, and pay all government sales taxes, fees, and other costs, in connection with his work. The Contractor shall file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Commissioner before request for acceptance and final payment for the work.

B. The complete design and construction shall conform to the requirements of the NYCBC, NYCPC, NFPA, NEC, FM, UL and any other local or state code which may govern.

3.7 CODE COMPLIANCE

A. As part of this Plumbing work, the Contractor is required to provide assistance to an independent agency for purposes of providing special inspections, as follows:

1. For the entire duration of this construction, provide assistance to an independent organization headed by a New York State Licensed Professional Engineer for purposes of providing special inspection on all items as required by the New York City Building Code, including but not limited to:

a. Piping and its accessories including hanger installation.

b. Electrical wiring and equipment pertaining to plumbing equipment.

c. Controls.

d. Monitoring of New York City (OTCR) approvals required for Fire Protection equipment.

e. Special Structural Concrete poured under this Contract.

f. Fire stopping at penetrations.

B. Special inspection procedures shall, in general, insure the following:

1. The adherence of the standards of material and workmanship required by the New York City Building Code.

2. The checking of building processes and the evaluation of materials to insure conformity with the New York City Building Code.

3. The elimination of unspecified, non-conforming substitutions.

4. The discovery of discrepancies between the New York City Building Code requirements and the final Drawings or Specifications and their early correction.

5. The prevention of error which may result in unnecessary and costly maintenance or upkeep costs.

6. The determination of necessary tests and laboratory work.

3.8 FINAL INSPECTION

A. Contractor shall arrange and schedule final inspection of work and shall notify the Commissioner in writing that the Contractor has thoroughly checked his work and, in the opinion of the Contractor, is ready for final inspection.

B. During the entire period schedule for these inspections, the Contractor and representatives of each manufacturer of equipment involved shall be present. All of these organizations shall have sufficient and competent personnel present so that adjustments can be made to all systems without delay.

3.9 ACCEPTANCE

A. The operation or the temporary use of the equipment and the mechanical and electrical installation, by the Commissioner does not constitute an acceptance of the work. The final acceptance is to be made after the Contractor has adjusted his equipment, demonstrated that it fulfills the requirements of the Contract Documents, and has furnished all the required Certificates. Warranties and guaranties are effective after the acceptance.

END OF SECTION 22 05 00

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SECTION 22 05 03

PIPES AND TUBES FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Pipe and pipe fittings for the following systems:

1. Domestic water piping.
2. Sanitary sewer piping.
3. Equipment drains and over flows.
4. Unions and flanges.

B. Related Sections:

1. Section 09 91 23 - Interior Painting
2. Section 22 05 23 - General-Duty Valves for Plumbing Piping
3. Section 22 05 29 - Hangers and Supports for Plumbing Piping and Equipment
4. Section 22 07 00 - Plumbing Insulation

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
2. ASME B16.3 - Malleable Iron Threaded Fittings.
3. ASME B16.4 - Gray Iron Threaded Fittings.
4. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
5. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
6. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
7. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
8. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.

9. ASME B31.9 - Building Services Piping.

10. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.

11. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

B. ASTM International:

1. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.

2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.

4. ASTM A536 - Standard Specification for Ductile Iron Castings.

5. ASTM B32 - Standard Specification for Solder Metal.

6. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.

7. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.

8. ASTM B75 - Standard Specification for Seamless Copper Tube.

9. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

10. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.

11. ASTM B302 - Standard Specification for Threadless Copper Pipe, Standard Sizes.

12. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV).

13. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.

14. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

15. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

C. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

2. AWS D1.1 - Structural Welding Code - Steel.

D. American Water Works Association:

1. AWWA C104 - American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

2. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.

3. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in., for Water and Other Liquids.

4. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

5. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.

E. Cast Iron Soil Pipe Institute:

1. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

2. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes.

C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.

D. Design Data: Indicate pipe sizes. Indicate pipe sizing methods. Indicate calculations used.

E. Welders' Certificate: Include welders' certification of compliance with ASME Section IX.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.

B. Perform Work in accordance with NYCBC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed plumbing installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

C. Design pipe hangers and supports under direct supervision of a Licensed Professional Engineer experienced in design of this Work in the State of New York.

1.6 PROGRESS MEETINGS

A. General Conditions.

B. Convene minimum one (1) week prior to commencing work of this section.

1.7 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. General Conditions.

B. Coordinate installation of buried piping with trenching.

PART 2 - PRODUCTS

2.1 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tubing: ASTM B88, Type L, drawn.

1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.

2. Joints: ASTM B32, Alloy Grade Sn95 tin-silver, lead-free solder.

B. Copper Tubing: ASTM B88, Type K, drawn, rolled grooved ends.

1. Fittings: ASME B16.18 cast copper alloy or ASME B16.22 wrought copper and bronzed or ASTM B584 bronze sand castings, grooved ends.

2. Joints: Grooved mechanical couplings meeting ASTM F1476.

a. Housing Clamps: ASTM A395/A395M and ASTM A536 ductile iron, enamel coated, compatible with copper tubing sizes, to engage and lock designed to permit some angular deflection, contraction, and expansion.

b. Gasket: Elastomer composition for operating temperature range from -30 degrees F to 180 degrees F.

c. Accessories: Steel bolts, nuts, and washers.

2.2 DISINFECTING OF WATER SUPPLY SYSTEM

A. Disinfection of potable water piping system.

B. Submittals:

1. Test results.

2. Guarantees.

3. Necessary approvals.

C. Quality Assurance

1. Flush all piping before chlorination

2. Chlorinate all domestic water piping including tanks.

3. Sterilize after all pressure tests have been completed.

D. Execution:

1. The pipe system shall be flushed with clean, potable water until no dirty water appears at the outlets.

2. The system or part thereof shall be filled with a water-chlorine solution containing at least 50 parts per million of chlorine and the system or part thereof shall be valved off and allowed to stand for 24 hours or the system or part thereof shall be filled with a water-chlorine containing at least 200 parts per million of chlorine and allowed to stand for 3 hours.

3. Test for residual chlorine at the extreme end of system from the point where chlorine was introduced. If less than 10 ppm, repeat chlorination procedure.

4. Flush system with clean water until chlorine is reduced to less than 1 ppm. Open and close each valve and faucet at least four times during flushing procedure.

5. Obtain the service of an independent laboratory to have samples taken and tested. The system must be free of bacteriological contamination. If the system is contaminated, re-chlorinate until satisfactory. Submit test results to the Commissioner/Engineer.

2.3 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: CISPI 301, hub-less, service weight.

1. Fittings: Cast iron, CISPI 301.

2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.

B. Steel Pipe: ASTM A53/A53M Schedule 40, galvanized.

1. Fittings: Cast Iron, ASME B16.1, flanges and fittings.

2. Fittings: Malleable Iron, ASME B16.3, threaded type ASTM A47/A47M.

3. Joints: Threaded for pipe 2 inches and smaller; flanged for pipe 2-1/2 inches and larger.

2.4 STORM WATER PIPING, ABOVE GRADE

A. Cast Iron Pipe: CISPI 301, hubless, service weight.

1. Fittings: Cast iron, CISPI 301.

2. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies.

B. Steel Pipe: ASTM A53/A53M Schedule 40, galvanized.

1. Fittings: Cast Iron, ASME B16.1, flanges and fittings.

2. Fittings: Malleable Iron, ASME B16.3, threaded type ASTM A47/A47M.

3. Joints: Threaded for pipe 2 inches and smaller; flanged for pipe 2-1/2 inches and larger.

2.5 EQUIPMENT DRAINS AND OVERFLOWS

A. Copper Tubing: ASTM B88, Type L drawn.

1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper; DWV pattern.

2. Joints: ASTM B32, Alloy Grade Sn95 tin-silver, lead-free solder.

2.6 UNIONS AND FLANGES

A. Unions for Pipe 2 inches and Smaller:

1. Ferrous Piping: Class 250, malleable iron, threaded.

2. Copper Piping: Class 150, bronze unions with soldered.

3. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

B. Flanges for Pipe 2-1/2 inches and Larger:

1. Ferrous Piping: Class 150, forged steel, slip-on flanges.

2. Gaskets: 1/16 inch thick preformed neoprene gaskets.

3. Flanges shall be of same weight as the fittings and valves in each service category. Welding neck flanges shall be used with flanged valves and equipment on welded lines. Galvanized screwed flanges shall be used on galvanized screwed lines. Flanges shall be drilled in conformance with 150 lbs. or 300 lbs. standard and shall be faced and spot-faced. Threaded and loose flanges on brass piping shall be brass. Laps shall be machined on front, back and edge. Threaded flanges shall have faces perpendicular to adjoining pipe.

2.7 PIPE FITTINGS

A. Each pipe fitting shall have cast, stamped, or indelibly marked on it the marker's name or mark, weight, and quality of the product when such marking is required by the approved standard.

B. Welding fittings shall be of same material and schedule as pipe to which they are welded. Welding fittings including laterals shall be approved factory reinforced to develop full working pressure of connecting piping main. Welding elbows shall be long radius pattern. Welding fittings shall be used exclusively, except as otherwise specified. Weldolets may be used for branches only where branch is two (2) or more nominal pipe sizes smaller than main or riser. All welding "lateral" fittings shall have pressure ratings equal to the pipe with which they are to be used. Welding fittings shall be of Tube-Turn or Walworth manufacture or approved equal, to conform to ASTM-A-234 specifications.

C. Nipples shall be extra heavy shoulder type of same material as pipe, close nipples are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

B. Verify trenches are ready to receive piping.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - ABOVE GROUND PIPING

A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

B. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.

C. Group piping whenever practical at common elevations.

D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 22 05 29.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 07 00.

G. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Division 08.

H. Install non-conducting dielectric connections wherever jointing dissimilar metals.

I. Establish invert elevations, slopes and for drainage. Maintain gradients.

J. Slope piping and arrange systems to drain at low points.

K. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

L. Install piping penetrating roofed areas to maintain integrity of roof assembly.

M. Install valves in accordance with Section 22 05 23.

N. Install piping specialties in accordance with Section 22 05 29.

O. Insulate piping. Refer to Section 22 07 00.

P. Install pipe identification in accordance with Section 22 05 53.

3.4 FIELD QUALITY CONTROL

A. Test domestic water piping system in accordance with NYCBC.

B. Test sanitary waste and vent piping system in accordance with NYCBC.

C. Test storm drainage piping system in accordance with NYCBC.

END OF SECTION 22 05 03

- NO TEXT ON THIS PAGE -

SECTION 22 05 23

GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gate valves.
2. Ball valves.
3. Plug valves.
4. Butterfly valves.
5. Check valves.

B. Related Sections:

1. Section 22 05 03 - Pipes and Tubes for Plumbing Piping and Equipment
2. Section 22 05 29 - Hangers and Supports for Plumbing Piping and Equipment
3. Section 22 07 00 - Plumbing Insulation

1.2 REFERENCES

A. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
2. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
3. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
4. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

1.3 SUBMITTALS

A. General Requirements.

B. Product Data: Submit manufacturers catalog information with valve data and ratings for each service.

C. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Project Record Documents: Record actual locations of valves.

C. Operation and Maintenance Data: Submit installation instructions, spare parts lists, exploded assembly views.

1.5 QUALITY ASSURANCE

A. For drinking water service, provide valves complying with NSF 61.

B. Perform Work in accordance with NYCBC.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor or Sub-contractor perfuming the work of this section must have completed plumbing installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 PROGRESS MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.8 DELIVERY, STORAGE AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

1.9 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for valves excluding packing. 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 manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

1.10 EXTRA MATERIALS

A. Furnish two (2) packing kits for each size valve.

PART 2 - PRODUCTS

2.1 GENERAL

A. Valves shall have gland followers in stuffing boxes and shall be constructed so to permit repacking while opened and under pressure. All valves shall have the name of the respective manufacturer and working pressure cast into the valve body.

2.2 GATE VALVES

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Milwaukee Valve Company.
2. Anvil International.
3. Nibco Inc.
4. Crane Valve Co.
5. Or approved equal.

B. Furnish materials in accordance with NYCBC.

C. 3 inches and Larger: Model F-2882-M-IBBM, MSS SP 70, Class 125 cast iron body, bronze trim, bolted bonnet, non-rising stem, hand-wheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends. Furnish chain-wheel operators for valves 6 inches and larger mounted over 8 feet above floor.

2.3 BALL VALVES

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Stockham Valves & Fittings.
2. Anvil International.
3. Nibco Inc.
4. Crane Valve Co.
5. Or approved equal.

B. Furnish materials in accordance with NYCBC.

C. 2 inches and Smaller: Model S-216, MSS SP 110, 600 psi WOG, two-piece bronze body, chrome plated brass ball, full port, teflon seats, blow-out proof stem, solder or threaded ends lever handle with balancing stops.

2.4 CHECK VALVES

A. Horizontal Swing Check Valves:

1. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

a. Milwaukee Valve Company.

b. Anvil International.

c. Nibco Inc.

d. Crane Valve Co.

e. Or approved equal.

2. 2-1/2 inches and Smaller: Model #1509, MSS SP 80, Class 150, bronze body and cap, bronze seat, Buna-N disc, solder or threaded ends.

3. 3 inches and Larger: Model #F2974-M-IBBM, MSS SP 71, Class 125, cast iron body, bolted cap, bronze or cast iron disc, renewable disc seal and seat, flanged ends.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping system is ready for valve installation.

3.2 INSTALLATION

A. Install valves with stems upright or horizontal, not inverted.

B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

C. Install 3/4 inch ball valves with cap for drains at main shut-off valves, low points of piping, bases of vertical risers, and at equipment.

D. Install valves with clearance for installation of insulation and allowing access.

E. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Division 08.

F. Refer to Section 22 05 29 for pipe hangers.

G. Refer to Section 22 07 00 for insulation requirements for valves.

H. Refer to Section 22 05 03 for piping materials applying to various system types.

3.3 VALVE APPLICATIONS

A. All shut-off valves 2 ½" and smaller shall be ball valves.

B. Install shutoff and drain valves at locations indicated on Drawings in accordance with this Section.

C. Install ball or gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.

D. Install ball valves for throttling, bypass, or manual flow control services.

E. Install ball valves in domestic water systems for shut-off service.

F. Install ball valves in domestic water systems for throttling service.

G. Install gate valves in sanitary systems for shut-off service.

H. Install gate valves in storm water systems for shut-off service.

END OF SECTION 22 05 23

- NO TEXT ON THIS PAGE -

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports.
2. Hanger rods.
3. Inserts.
4. Flashing.
5. Sleeves.
6. Mechanical sleeve seals.
7. Formed steel channel.
8. Firestopping relating to plumbing work.
9. Firestopping accessories.
10. Equipment bases and supports.

B. Related Sections:

1. Division 07 - Firestopping
2. Division 07 - Joint Sealants
3. Section 09 91 23 - Interior Painting
4. Section 22 05 03 - Pipes and Tubes for Plumbing Piping and Equipment

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B31.9 - Building Services Piping.

B. ASTM International:

1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

3. ASTM E814 - Standard Test Method for Fire Tests of Through Penetration Fire Stops.

4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

C. American Welding Society:

1. AWS D1.1 - Structural Welding Code - Steel.

D. FM Global:

1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.

2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.

3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

F. Underwriters Laboratories Inc.:

1. UL 263 - Fire Tests of Building Construction and Materials.

2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

3. UL 1479 - Fire Tests of Through-Penetration Firestops.

4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.

5. UL - Fire Resistance Directory.

G. Intertek Testing Services (Warnock Hersey Listed):

1. WH - Certification Listings.

1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

A. Firestopping Materials: ASTM E814 or UL 1479, to achieve fire ratings in accordance with FM, UL and WH Design Numbers.

B. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to NYCBC, FM, UL and WH for fire resistance ratings and surface burning characteristics.

B. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

A. See General Conditions.

B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.

C. Product Data:

1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

E. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers.

F. Manufacturer's Installation Instructions:

1. Hangers and Supports: Submit special procedures and assembly of components.

2. Firestopping: Submit preparation and installation instructions.

G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

H. Engineering Judgments: For conditions not covered by UL or WH listed designs, submit judgments by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 or ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.

1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.

2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.

a. Floor Penetrations Within Wall Cavities: T-Rating is not required.

B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.

1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.

2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.

C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.

D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.

E. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

F. Perform Work in accordance with the City of New York for welding hanger and support attachments to building structure.

G. Perform Work in accordance with NYCBC.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed plumbing hanger installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.9 PROGRESS MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.10 DELIVERY, STORAGE AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.

B. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.11 ENVIRONMENTAL REQUIREMENTS

A. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.

B. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

C. Provide ventilation in areas to receive solvent cured materials.

1.12 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.13 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for pipe hangers and supports. 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 Manufacturer's expense. The Warranty period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. General

1. All bracket, clamp and rod sizes indicated in this specification are minimum sizes only. All structural hanging materials shall have a built-in safety factor of 5.

2. Provide pipe roll support where longitudinal movement due to expansion and contraction may occur.

3. A pipe clamp is secured to pipe and the clamp is secured to the ceiling in order to prevent movement and act as an anchor.

4. All hangers shall be U.L. listed.

B. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Carpenter & Paterson Inc.

2. Anvil (Formerly Grinnell)

3. Witch

4. Or approved equal.

C. Pipe Hanger Schedule:

	Carpenter & Paterson 'Witch'	Grinnell	I.R. Rauch's & Sons
C-Clamp with Retaining Clip and Locknut (pipe sizes 2" & smaller)	47 with 22	86 with 89	47 with 22
Beam Clamp	293	228	82
Multi-J Hook	---	---	228
J Hook	---	---	221
Clevis Hanger	100	260	100
Clevis Hanger w/Saddle	100SH	---	100SH
180° shield	265P	168	265P
Single Rod Roll Hanger	140	181	140
Double Rod Roll Hanger	142	171	142
Trapeze	---	46	1600-1700
U-bolt Adjustable Pipe	283	137C	283
Stanchion Saddle	247	259	247
Welded Steel Bracket	84 or 139	199 or 195	84 or 139
Riser Clamp	126	261	126
Welded Beam Attachment	113A	66	---
Welded Beam Attachment w/bolt & nut	113B	66	113A
Concrete Insert	108	282	180 or 181
Phillips Inserts	513	Phillips Insert	1000

D. Hanger Rod Schedule:

Pipe Size	Rod Diameter
2" and smaller	3/8"
2-1/2" - 3-1/2"	1/2"
4" - 5"	5/8"
6"	3/4"
8" - 12"	7/8"

E. Plumbing Piping - DWV:

1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69 and MSS SP89.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Carbon steel, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
6. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
7. Vertical Support: Steel riser clamp.
8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.

F. Plumbing Piping - Water:

1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69 and MSS SP89.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Copper, adjustable swivel, split ring.
3. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel with copper finish, adjustable, clevis.
4. Hangers for Hot Pipe Sizes 2 to 4 inches: Carbon steel with copper finish, adjustable, clevis.
5. Hangers for Hot Pipe Sizes 6 inches and Larger: Adjustable steel yoke with copper finish, cast iron roll, double hanger.

6. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

7. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 inches and Larger: Steel channels with welded spacers and hanger rods, cast iron roll. Provide copper finish.

8. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook with copper finish.

9. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp with copper finish.

10. Wall Support for Hot Pipe Sizes 6 inches and Larger: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll with copper finish.

11. Vertical Support: Steel riser clamp with copper finish.

12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

13. Floor Support for Hot Pipe Sizes 4 inches and Smaller: Copper plated cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

14. Floor Support for Hot Pipe Sizes 6 inches and Larger: Copper finish adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.

15. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 INSERTS

A. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.4 FLASHING

A. Metal Flashing: 26 gage thick galvanized steel.

B. Metal Counterflashing: 22 gage thick galvanized steel.

C. Lead Flashing:

1. Waterproofing: 5 lb./sq. ft sheet lead.

2. Soundproofing: 1 lb./sq. ft sheet lead.

D. Flexible Flashing: 47 mil thick sheet butyl; compatible with roofing.

E. Caps: Steel, 22 gage minimum; 16 gage at fire resistant elements.

2.5 SLEEVES

A. Sleeves for Pipes Through Non-fire Rated Floors: 18 gage thick galvanized steel.

B. Sleeves for Pipes Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.

C. Sealant: Acrylic; refer to Division 07.

2.6 MECHANICAL SLEEVE SEALS

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Thunderline Link-Seal, Inc.

2. NMP Corporation

B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.7 FORMED STEEL CHANNEL

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Allied Tube & Conduit Corp.

2. B-Line Systems

3. Unistrut Corp.

B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.8 FIRESTOPPING

A. Manufacturers: Subject to requirements of the specification, provide the following manufacturer's products by one of the following or approved equal:

1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. 3M fire Protection Products
5. Specified Technology, Inc.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Multiple component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Multiple component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

C. Color: As selected from manufacturer's full range of colors.

2.9 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

C. General:

1. Furnish UL listed products.

2. Select products with rating not less than rating of wall or floor being penetrated.

D. Non-Rated Surfaces:

1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.

2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive sleeves.

B. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

B. Remove incompatible materials affecting bond.

C. Install backing or damming materials to arrest liquid material leakage.

D. Obtain permission from Architect/Engineer before using powder-actuated anchors.

E. Do not drill or cut structural members.

3.3 INSTALLATION - INSERTS

A. Install inserts for placement in concrete forms.

B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.

D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASTM F708, MSS SP58, MSS SP69 and MSS SP89.

B. Support horizontal piping as scheduled.

C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.

D. Place hangers within 12 inches of each horizontal elbow.

E. Use hangers with 1-1/2 inch minimum vertical adjustment.

F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.

G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.

H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.

I. Support riser piping independently of connected horizontal piping.

J. Provide copper plated hangers and supports for copper piping.

K. Design hangers for pipe movement without disengagement of supported pipe.

L. Prime coat exposed steel hangers and supports. Refer to Division 09. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00.

3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 3 - 4 inches thick and extending 6 inches beyond supported equipment. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

B. Construct supports of formed steel channel. Brace and fasten with flanges bolted to structure.

C. Provide rigid anchors for pipes after vibration isolation components are installed.

3.6 INSTALLATION - FLASHING

A. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.

B. Flash vent and soil pipes projecting 3 inches minimum above finished roof surface with lead worked 1 inch minimum into hub, 8 inches minimum clear on sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.

C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.

D. Seal floor, shower and mop sink drains watertight to adjacent materials.

E. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.7 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with mechanical sleeve seals.

B. Set sleeves in position in forms. Provide reinforcing around sleeves.

C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

D. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.

E. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent work with firestopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

F. Install chrome plated steel escutcheons at finished surfaces.

3.8 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping and other items, requiring firestopping.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.

D. Place intumescent coating in sufficient coats to achieve rating required.

E. Remove dam material after firestopping material has cured.

F. Fire Rated Surface:

1. Seal opening at floor, wall, partition, ceiling, and roof as follows:

a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

c. Pack void with backing material.

d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.

G. Non-Rated Surfaces:

1. Seal opening through non-fire rated wall, partition floor, ceiling, and roof opening as follows:

a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

c. Install type of firestopping material recommended by manufacturer.

2. Install escutcheons, floor plates or ceiling plates where piping, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.

3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.

4. Interior partitions: Seal pipe penetrations at computer rooms, telecommunication rooms and data rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.9 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.10 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.11 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.12 SCHEDULES

Hanger Spacing Schedule

Piping Material	Pipe Size	Maximum Hanger Spacing	Remarks
Cast iron (hub and spigot)	All sizes	5 feet	Provide hanger behind each hub.
Cast iron (hubless)	All sizes	5 feet	Provide hanger at each side of every joint.
Copper	1-1/4" and less	6 feet	
Copper	1-1/2" and larger	10 feet	
Steel	All	10 feet	Provide hanger at each mechanical joint

Note: Restraint assemblies consisting of pipe clamps, rods and nuts shall be fitted to each hubless vertical to horizontal fitting. Sway bracing must be provided for above ground piping 6" or larger.

END OF SECTION 22 05 29

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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SECTION 22 05 53

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nameplates.
2. Tags.
3. Stencils.
4. Pipe markers.
5. Ceiling tacks.
6. Labels.

B. Related Sections:

1. Section 09 91 23 - Interior Painting.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit manufacturers catalog literature for each product required.

C. Shop Drawings: Submit list of wording, symbols, letter size, and color coding for mechanical identification and valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.

D. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.5 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed identification of plumbing piping on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 PROGRESS MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 EXTRA MATERIALS

A. Furnish two (2) containers of spray-on adhesive.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:

1. Craftmark Identification Systems.
2. Safety Sign Co.
3. Seton Identification Products.
4. Or approved equal

B. Furnish materials in accordance with NYCBC.

C. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

2.2 TAGS

A. Plastic Tags:

1. Manufacturers:

a. Craftmark Identification Systems.

b. Safety Sign Co.

c. Seton Identification Products.

d. Or approved equal.

2. Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inches diameter.

B. Metal Tags:

1. Manufacturers:

a. Craftmark Identification Systems.

b. Safety Sign Co.

c. Seton Identification Products.

d. Or approved equal.

2. Brass with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.

C. Information Tags:

1. Manufacturers:

a. Craftmark Identification Systems.

b. Safety Sign Co.

c. Seton Identification Products.

d. Or approved equal.

2. Clear plastic with printed "Danger," "Caution," or "Warning" and message; size 3-1/4 x 5-5/8 inches with grommet and self-locking nylon ties.

D. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.3 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1.

B. Plastic Pipe Markers:

1. Manufacturers:

a. Craftmark Identification Systems.

b. Safety Sign Co.

c. Seton Identification Products.

d. Or approved equal.

2. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.

C. Plastic Tape Pipe Markers:

1. Manufacturers:

a. Craftmark Identification Systems.

b. Safety Sign Co.

c. Seton Identification Products.

d. Or approved equal

2. Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.

2.4 CEILING TACKS

A. Manufacturers:

1. Craftmark Identification Systems.

2. Safety Sign Co.

3. Seton Identification Products.

4. Or approved equal.

B. Description: Steel with 3/4 inch diameter color-coded head.

C. Color code as follows:

1. Plumbing valves: Green.

2.5 LABELS

A. Manufacturers:

1. Craftmark Identification Systems.
2. Safety Sign Co.
3. Seton Identification Products.
4. Or approved equal.

B. Description: Laminated Mylar, size 1.9 x 0.75 inches, adhesive backed with printed identification.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

B. Prepare surfaces in accordance with Division 09 for painting.

3.2 INSTALLATION

A. Apply painting in accordance with Division 09.

B. Install identifying devices after completion of coverings and painting.

C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.

D. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer. For unfinished canvas covering, apply paint primer before applying labels.

E. Install tags using corrosion resistant chain. Number tags consecutively by location.

F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.

G. Identify water heaters, pumps, tanks, and water treatment devices with stencil painting. Identify in-line pumps and other small devices with tags.

H. Identify control panels and major control components outside panels with plastic nameplates.

I. Identify valves in main and branch piping with tags.

J. Identify piping, concealed or exposed, with plastic pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

K. Provide ceiling tacks to locate valves above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION 22 05 53

SECTION 22 07 00

PLUMBING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plumbing piping insulation, jackets and accessories.
2. Plumbing equipment insulation, jackets and accessories.

B. Related Sections:

1. Division 07 - Firestopping
2. Section 09 91 23 - Interior Painting

1.2 REFERENCES

A. ASTM International:

1. ASTM C450 - Standard Practice for Fabrication of Thermal Insulating Fitting Covers for NPS Piping, and Vessel Lagging.
2. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
3. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
4. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
5. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
6. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
7. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
8. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.

C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Test pipe insulation for maximum flame spread index of 25 and maximum smoke developed index of not exceeding 50 in accordance with ASTM E84.

B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.

C. Factory fabricated fitting covers manufactured in accordance with ASTM C450.

D. Perform Work in accordance with NYCBC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

B. Applicator: All work shall be performed by skilled workers. The Contactor must have completed plumbing insulations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.6 DELIVERY, STORAGE AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.

B. Maintain temperature before, during, and after installation for minimum period of 24 hours.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for man-made fiber. 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 Manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:

1. CertainTeed.
2. Knauf.
3. Johns Manville.
4. Owens-Corning.
5. Or approved equal.

B. Manufacturers for Closed Cell Elastomeric Insulation Products:

1. Aeroflex. Aerocell.
2. Armacell, LLC. Armaflex.
3. Nomaco. K-flex.
4. Or approved equal.

2.2 PIPE INSULATION

A. ASTM C547, molded glass fiber pipe insulation. Conform to ASTM C795 for application on Austenitic stainless steel.

1. Thermal Conductivity: 0.23 at 75 degrees F.
2. Operating Temperature Range: 0 to 850 degrees F.

3. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.

4. Jacket Temperature Limit: minus 20 to 150 degrees F.

B. ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.

1. Thermal Conductivity: 0.27 at 75 degrees F.

2. Operating Temperature Range: Range: Minus 70 to 180 degrees F.

C. ASTM C547, Type I or II, mineral fiber preformed pipe insulation, noncombustible.

1. Thermal Conductivity: 0.23 at 75 degrees F.

2. Maximum Service Temperature: 1200 degrees F.

3. Canvas Jacket: UL listed, 6 oz/sq yd, plain weave cotton fabric treated with fire retardant lagging adhesive.

2.3 PIPE INSULATION JACKETS

A. Vapor Retarder Jacket:

1. ASTM C921, white Kraft paper with glass fiber yarn, bonded to aluminized film.

2. Water Vapor Permeance: ASTM E96/E96M; 0.02 perms.

B. PVC Plastic Pipe Jacket:

1. Product Description: ASTM D1785, One piece molded type fitting covers and sheet material, off-white color.

2. Thickness: 15 mil.

3. Connections: Brush on welding adhesive and Pressure sensitive color matching vinyl tape.

C. Aluminum Pipe Jacket:

1. ASTM B209.

2. Thickness: 0.016 inch thick sheet.

3. Finish: Smooth.

4. Joining: Longitudinal slip joints and 2 inch laps.

5. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.

6. Metal Jacket Bands: 3/8 inch wide; 3/8 inch thick aluminum.

2.4 PIPE INSULATION ACCESSORIES

A. Vapor Retarder Lap Adhesive: Compatible with insulation.

B. Covering Adhesive Mastic: Compatible with insulation.

C. Piping 1-1/2 inches diameter and smaller: Galvanized steel insulation protection shield. MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.

D. Piping 2 inches diameter and larger: Wood insulation saddle, hard maple. Inserts length: not less than 6 inches long, matching thickness and contour of adjoining insulation.

E. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with stainless steel jacket single piece construction with self-adhesive closure. Thickness to match pipe insulation.

F. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.

G. Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement: ASTM C449/C449M.

H. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.

I. Adhesives: Compatible with insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping has been tested before applying insulation materials.

B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.

B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Division 07 for penetrations of assemblies with fire resistance rating greater than one hour.

C. Piping Systems Conveying Fluids Below Ambient Temperature:

1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.

3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.

D. Glass Fiber Board Insulation:

1. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

2. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

3. Cover wire mesh or bands with cement to a thickness to remove surface irregularities.

E. Hot Piping Systems less than 140 degrees F:

1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.

2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

3. Do not insulate unions and flanges at equipment, but bevel and seal ends of insulation at such locations.

F. Inserts and Shields:

1. Piping 1-1/2 inches Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.

2. Piping 2 inches Diameter and Larger: Install insert between support shield and piping and under finish jacket.

   a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.

   b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.

3. Piping Supported by Roller Type Pipe Hangers: Install [galvanized] steel shield between roller and inserts.

G. Insulation Terminating Points:

1. Coil Branch Piping 1 inch and Smaller: Terminate hot water piping at union upstream of the coil control valve.

2. Chilled Water Coil Branch Piping: Insulate chilled water piping and associated components up to coil connection.

3. Condensate Piping: Insulate entire piping system and components to prevent condensation.

H. Closed Cell Elastomeric Insulation:

1. Push insulation on to piping.

2. Miter joints at elbows.

3. Seal seams and butt joints with manufacturer's recommended adhesive.

4. When application requires multiple layers, apply with joints staggered.

5. Insulate fittings and valves with insulation of like material and thickness as adjacent pipe.

I. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

J. Piping Exterior to Building: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o'clock position on side of horizontal piping with overlap facing down to shed water or on bottom side of horizontal piping.

K. Heat Traced Piping Interior to Building: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer.

L. Prepare pipe insulation for finish painting. Refer to Division 09.

3.3 INSTALLATION - EQUIPMENT

A. Factory Insulated Equipment: Do not insulate.

3.4 SCHEDULES

A. Water Supply Services Piping Insulation Schedule:

PIPING SYSTEM	PIPE SIZE	INSULATION THICKNESS inches
Domestic Hot Water Supply and Recirculation	1-1/4 inches and smaller 1-1/2 inches and larger	0.5 1.0
Domestic Hot Water Supply and Recirculation systems with domestic water temperature maintenance cable	1 inch and smaller 1-1/4 inches to 2 inches 2-1/2 inches and larger	1.0 1.5 2.0
Domestic Cold Water	1-1/4 inches and smaller 1-1/2 inches and larger	0.5 1.0

END OF SECTION 22 07 00

SECTION 22 40 00

PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water closets
2. Lavatories
3. Sinks
4. Service sinks

1.2 REFERENCES

A. American National Standards Institute:

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ANSI Z358.1 – Emergency Eyewash and Shower Equipment.

B. Air-Conditioning and Refrigeration Institute:

1. ARI 1010 - Self-Contained, Mechanically Refrigerated Drinking-Water Coolers.

C. American Society of Mechanical Engineers:

1. ASME A112.6.1 - Floor-Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use.
2. ASME A112.18.1 - Plumbing Fixture Fittings.
3. ASME A112.19.1M - Enameled Cast Iron Plumbing Fixtures.
4. ASME A112.19.2M - Vitreous China Plumbing Fixtures.
5. ASME A112.19.4 - Porcelain Enameled Formed Steel Plumbing Fixtures.
6. ASME A112.19.5 - Trim for Water-Closet Bowls, Tanks and Urinals.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

C. Manufacturer's Installation Instructions: Submit installation methods and procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NYCBC.

B. Provide products requiring electrical connections listed and classified by Underwriters Laboratories Inc., as suitable for purpose specified and indicated.

C. Provide plumbing fixture fittings in accordance with ASME A112.18.1 that prevent backflow from fixture into water distribution system.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience, and with service facilities.

B. Installer: All work shall be performed by skilled workers. The Contactor must have completed plumbing fixture installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 DELIVERY, STORAGE AND HANDLING

A. Accept fixtures on site in factory packaging. Inspect for damage.

B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.8 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for plumbing fixtures. 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 Manufacture's expense. The warranty period shall commence upon final acceptance of the work.

1.9 EXTRA MATERIALS

A. Furnish two (2) sets of faucet washers.

PART 2 – PRODUCTS

2.1 WATER CLOSETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. American Standard Plumbing
2. Kohler Co.
3. Toto Ltd.
4. Or approved equal.

B. Refer to Schedule on Drawings.

2.2 LAVATORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. American Standard Plumbing
2. Kohler Co.
3. Toto Ltd.
4. Or approved equal.

B. Refer to Schedule on Drawings.

2.3 SINKS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. American Standard Plumbing
2. Kohler Co.

3. Toto Ltd.

4. Or approved equal.

B. Refer to Schedule on Drawings.

2.4 SERVICE SINKS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. American Standard Plumbing

2. Kohler Co.

3. Toto Ltd.

4. Or approved equal.

B. Refer to Schedule on Drawings.

2.5 LAVATORY INSULATION KIT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. TRU-BRO Inc.

2. McGuire Manufacturers

3. SKAL-Guard

4. Or approved equal.

5. Product Description: Where Lavatories are noted to be insulated for ADA compliance, furnish the following: Safety Covers conforming to ANSI A177.1 and consisting of insulation kit of molded closed cell vinyl construction, 3/16 inch thick, white color, for insulating tailpiece, P-trap, valves, and supply piping. Furnish with weep hole and angle valve access covers

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify walls and floor finishes are prepared and ready for installation of fixtures.

B. Verify electric power is available and of correct characteristics.

C. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

A. Install each fixture with trap, easily removable for servicing and cleaning.

B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.

C. Install components level and plumb.

D. Install and secure fixtures in place with wall supports and/or wall carriers and bolts.

E. Seal fixtures to wall and floor surfaces with sealant as specified in Division 07, color to match fixture.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Do not permit use of fixtures before final acceptance.

END OF SECTION 22 40 00

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SECTION 23 05 00

GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. All work shall be subject to the General Conditions and shall comply with applicable requirements of the Contract.

B. Related Sections:

1. This Section, 23 05 00, governs all requirements as applicable to the Mechanical work specified in other Sections of Division 23.

1.2 REFERENCE

A. Compliance with the following codes and standards shall be required as applicable:

1.	ADC	Air Diffusion Council
2.	AGA	American Gas Association
3.	AMCA	Air Movement and Control Association
4.	ANSI	American National Standards Institute
5.	ARI	American Refrigeration Institute
6.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
7.	ASME	American Society of Mechanical Engineers
8.	ASSE	American Society of Sanitary Engineering
9.	ASTM	American Society for Testing Materials
10.	AWWA	American Water Works Association
11.	DOE	United States Department of Energy
12.	EPA	United States Environmental Protection Agency
13.	FM	Factory Mutual
14.	MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
15.	NACE	National Association of Corrosion Engineers
16.	NEC	National Electrical Code
17.	NEMA	National Electrical Manufacturers Association
18.	NFPA	National Fire Protection Association
19.	NYCBC	New York City Building Code
20.	NYCFC	New York City Fire Code
21.	NYCMC	New York City Mechanical Code
22.	NYCEC	Energy Conservation Construction Code of New York City

23.	OSHA	Occupational Safety and Health Act
24.	OTCR	Office of Technical Certification and Research (BSA & MEA)
25.	SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
26.	TEMA	Tubular Exchanger Manufacturers Association
27.	UL	Underwriters' Laboratories, Inc.
28.	USAS	USA Standards Institute (Formerly ASA)
29.	USGBC	United States Green Building Council

B. Conform to materials and equipment rating standards, listings or classifications of the above organizations as well as ratings, listings or classifications accepted under local codes and laws.

1.3 ABBREVIATIONS

A. In addition to those listed below, meanings of common abbreviations used in text of Division 23 of the Project Specifications are tabulated in ASHRAE Handbook, "Fundamentals", latest edition.

B. Project Abbreviations:

AC	Air Conditioning
AHJ	Authority Having Jurisdiction
ATC	Automatic Temperature Control
AWG	American Wire Gauge
B & S	Brown & Sharpe
BMS	Building Management System
BTU	British Thermal Units
BWG	Birmingham Wire Gauge
C	Degrees Celsius
CFM	Cubic Feet per Minute
CM	Construction Manager
F	Degrees Fahrenheit
GC	General Contractor
GPM	Gallons per Minute
GPM	Gallons per Minute
H & V	Heating and Ventilating
HVAC	Heating, Ventilating and Air Conditioning
IBBM	Iron Body Brass Mounted
LB	Pound (Also shown as: #)
MBH	Thousand BTU per hour
MER	Mechanical Equipment Room
mm	Millimeter
#	Number
OS & Y	Outside Screw and Yoke
PRV	Pressure Reducing Valve

PSIG	Pounds per Square Inch Gauge
SP	Static Pressure
USS	United States Standard
WG	Water Gage
WSP	Working Steam Pressure

See Drawings for additional abbreviations

1.4 REVIEW OF CONTRACT DOCUMENTS AND SITE

A. With the submission of his Bid, Contractor shall give written notice to the Commissioner of any materials or apparatus believed in-adequate or unsuitable, in violation of laws, ordinances, rules or regulations of Authorities Having Jurisdiction, and any necessary items of work omitted. In the absence of such written notice it is mutually agreed that the Contractor has included the cost of all required items in his Proposal for a complete project.

B. Contractor shall acknowledge that he has examined the Plans, Specifications and Site, and that from his own investigations he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads and uncertainties of weather; the conformation and condition of the ground; the character, quality and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed preliminary to and during the execution of the work; all federal, state, city county, township and municipal laws, ordinances and regulations particularly those relating to employment of labor, rates of wages, and construction methods; and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

C. The City of New York assumes no responsibility for any understanding or representation made during or prior to the negotiation and execution of this Contract unless such understanding or representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility, therefore, is assumed by the City of New York.

1.5 MEASUREMENTS

A. Contractor shall base all his measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. He shall verify all measurements at site; and check the correctness of same as related to the work.

1.6 LABOR AND MATERIALS

A. All materials and apparatus required for the work shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.

B. Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed, at no additional cost to the City of New York.

1.7 COVERING OF WORK

A. No pipe, fitting, or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the Commissioner over same. Any unacceptable work, or unauthorized or disapproved materials discovered shall be removed and corrected immediately.

B. Any type of equipment shown or specified to be installed outdoors, on grade, on roof or similar areas shall have appropriate protection against outdoor weather. Equipment such as motors, panels, etc. shall have rain hood or appropriate protection. Insulated pipes shall have aluminum covers or as specified. Insulated ducts shall be provided with aluminum jacket with overlapping, sealed joints. Uninsulated ducts shall be soldered joints and seams or as specified. Where no protection is feasible, such as in exposed vibration springs, hangers, pipe or steel members, such items shall be rated by the manufacturer for outdoor use or as approved by the Commissioner.

1.8 PROTECTION

A. Contractor shall protect the work and material of all trades from damage by his work or workmen, and shall replace all damaged material with new.

B. Contractor shall be responsible for work and equipment until his work is finally inspected, tested, and accepted; he shall protect his work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately installed; close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

C. Contractor shall be responsible for the preservation of all public and private property, along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures or utilities, and shall carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

D. All mechanical and electrical equipment delivered to the site shall have appropriate wrapping to protect them from rain, flood, wind, construction debris and all types of water damage normally encountered at the construction sites. Protection of equipment such as fans, coils, valves and similar equipment shall be the responsibility of the Contractor.

1.9 CUTTING AND PATCHING

A. Provide all cutting, rough and finish patching required for systems and equipment included in these specifications.

B. Provide all sleeves and inserts required before the floors and walls are built; Contractor shall pay the cost of cutting and patching required for pipes where sleeves and inserts were not installed in time, or where incorrectly located. Provide all drilling required for the installation of hangers.

C. All holes cut through concrete slabs or arches shall be punched or drilled from the underside. No structural members shall be cut without the written approval of the Commissioner and all such cutting shall be done in a manner directed by him.

D. Contractor shall not do any cutting that may impair strength of building construction. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

E. Provide sleeves and fire stopping at piping and ductwork floor, wall and roof penetrations in accordance with recognized standards.

1.10 SUBMITTALS

A. Procedure:

1. Prepare a schedule of specific submissions at the outset of the Project for the Commissioner's review and approval; make submissions listed below and in the other Sections of Division 23 of the Project Specifications.

   a. If submissions listed in other Sections of Division 23 are more specific than those listed below, comply with the more specific requirements.

   b. Failure of the Contractor to submit Shop Drawings in ample time for checking shall not entitle him to an extension of Contract time, and no claim for extension by reason of such default will be allowed.

   c. Piecemeal submittals are unacceptable and will not be reviewed. No submittal shall be considered for review, the review of which is contingent upon acceptance of other features for which submittals have not been submitted.

   d. Submittals from Vendor without Contractor's review and approval stamp will not be reviewed.

   e. Submittals shall not be used by the Contractor as a means to secure approval of a substitution. Contractor must indicate all deviations, omissions and substitutions in his submittal; if there are none of these 3

exceptions, he shall then state on the submittal: "NO EXCEPTION TAKEN" and it will be assumed to fully comply with the contract documents. Any submittal without stated exceptions, or without statement that no exception is taken will not be reviewed and will be rejected and returned to Contractor for rectification.

f. All products of a similar nature (i.e., diffusers, air handling units or variable speed drives) shall be provided by a single manufacturer.

B. Shop Drawings:

1. Manufacturer's Drawings:

a. Submit equipment listed in all applicable Sections - include material specifications, operating characteristics and finishes, specified agency listings or approvals.

b. Cuts, brochures or other literature submitted for expeditious approval but incomplete or missing items of hardware or software (performance data) shall be re-submitted until all system or equipment components have been reviewed and approved. Any item not included in the original or first submission shall be considered outstanding work until such item of equipment or work has been submitted or installed in place exactly conforming to the intent of the contract documents.

c. Contractor shall provide preliminary layout drawings of all major pieces of equipment (i.e., boilers, chillers, cooling towers, air handling units, AC units), confirming that the submitted product physically fits within the architectural enclosures. This drawing is required along with the manufacturer's product data.

d. Contractors shall be responsible for all costs related to substitutions as they affect other contractors.

2. Installation Drawings:

a. Furnish coordinated drawings of equipment installation, including interconnecting piping and ductwork. Minimum scale for these drawings shall be 3/8 inch equals one foot.

b. Coordinate space requirements for electrical, plumbing and other trades in the vicinity of work.

c. Include connections, anchorages and fastenings for piping, conduit and ductwork.

d. Make allowance for clearances for access to and maintenance of equipment.

e. Do not install any piping conduits or ductwork, in any area, prior to obtaining approval of its layout by means of submitting shop drawings.

f. Any missing items of equipment, material or labor, during initial submission of shop drawings, are to be completed and re-submitted for final approval. Shop drawing should not be used as a vehicle for obtaining variances, deviation or omission from the scope of contract documents. Approval of a submittal shall pertain to the portions that conform to the intent of the contract documents.

g. Submission of any missing, incomplete or otherwise deviant layout is subject to re-submission until all contract requirements have been properly included or shown on the same layout.

h. Submit drawings indicated on equipment, piping and ductwork loads to Structural Engineer for review.

C. Required Samples:

1. As requested in other sections of Division 23.

D. Reports:

1. Compliance with listings and approvals for equipment and for fire ratings.
2. Acceptance certificates from inspecting agencies.
3. Complete printed and illustrated operating instructions where required in report format.
4. Manufacturer's pressure tests.
5. Manufacturer's performance tests on operating equipment.
6. Field pipe testing reports.
7. Welder's certificates and field test reports.
8. Field operating test results for operating equipment.
9. Performance report on the balancing of air and water systems.
10. Performance reports for vibration isolation equipment.
11. Manufacturer's reports on motorized equipment alignment and installation.
12. Seismic and Wind Bracing Installation Reports: Confirming that all installed equipment meets the requirements of the Licensed Professional Engineer that is responsible for the Seismic Design and Wind Bracing.

13. Additional reports as noted in other sections.

E. Specific references to any article, device, product or material, fixture or item of equipment by name, make or catalog number shall be interpreted as establishing a basis of cost and a standard quality. All devices shall be of the make and type listed by Special Agencies, such as the Underwriters' Laboratories, and where required, approved by the City of New York.

F. Contractor shall be responsible for any deviations in equipment size, motor horsepower and access requirement, from specified products, including coordination with and costs associated with the related work of other Trades.

1.11 COORDINATION

A. Contractor shall prepare preliminary shop drawings suitable for use in coordinating the work. The HVAC Section shall prepare and furnish background with ductwork at 3/8" = 1'-0" scale for all trades to indicate piping, cable tray and conduit in relation to all structural elements of the construction, including floor elevations; steel locations, size and elevations; partitions locations; door locations and direction of swing; and all other information required to assure coordination of the electrical, sheetmetal and piping trades and fire protection in relation to the Architectural function of the project. Coordination meetings shall be held under the supervision of the Commissioner. Each trade shall have proper representation at all coordination meetings for the purpose of detailing, on the drawings mentioned above, the exact location and routing of their work. After the conclusion of the coordination at the working meetings, each trade shall sign the coordinated originals, copies of which shall be distributed by the Contractor to all parties concerned including the Commissioner. Final shop drawings of all trades shall be in accordance with the coordinated drawing, after which final shop drawings shall be submitted for final approval.

B. If the trade contractor installs work so as to cause interference with work of other trades, he shall make necessary changes in work to correct the condition immediately without delaying project and without extra charge.

C. Dimensional layout plans of equipment rooms shall be made showing all bases, pads and inertia blocks required for mechanical equipment. Include dimensions of bases, bolt layouts, details, etc.

D. Contractor shall furnish all necessary templates, patterns, etc., for installing work and for purpose of making adjoining work conform, furnish setting plans and shop details to other trades as required.

1.12 ACOUSTICAL PERFORMANCE OF EQUIPMENT AND SYSTEMS

A. Noise levels from operation of motor driven equipment, whether airborne or structure-borne, and noise levels created by or within air handling equipment and air distribution

and control media, are not to exceed sound pressure levels determined by the noise criteria curves in the ASHRAE Guide and as noted under Section 23 05 48.

B. Acoustical Tests:

1. Commissioner may require contractor to conduct sound tests for those areas or equipment he deems too noisy.

2. If NC level in any space exceeds that in the schedule or the specification due to improper installation or operation of mechanical systems, the Contractor is required to make remedial changes or repairs.

3. Contractor is required to retest until specified criteria has been met.

1.13 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Instructions and Demonstration for City of New York's Personnel:

1. After all equipment is functioning properly, each system is to be automatically operated for ten (10) working shifts, and not to be adjusted during this period, 80 hours in heating and 80 hours in cooling seasons, and 80 hours during "shoulder" or "swing" seasons scheduled at the convenience of the Commissioner. Any adjustments will void the test and start the time period all over again.

2. The hours of operation are to include the Commissioner's designated personnel in each shift, for each season.

3. During this period, instruct the Commissioner's personnel in the use, operation and maintenance of all equipment of each system. Training will include a lecture-type instruction given in a non-machine room environment. During the lesson, normal operation of the system installed and operating will be explained, along with troubleshooting procedures. This will be followed by a field inspection and demonstration of equipment.

4. The above instruction is exclusive of that required of specified equipment manufacturers. If more stringent or longer instruction is indicated for specific equipment or systems, these shall supersede the above requirements.

B. Operating and Maintenance Data:

1. Provide four (4) complete sets of manufacturer's catalogues, instructions, maintenance and repair information and parts lists for operating equipment and devices. Include one (1) CD with a PDF file with all required documentation.

   a. Include performance curves for fans and pumps, factory furnished wiring diagrams and control diagrams, and applicable flow diagrams.

   b. Following approval, provide seven (7) sets of instructions for distribution.

2. Data for the equipment actually installed is to be submitted.

3. The data is to be carefully checked for accuracy by comparison with the installed equipment nameplates.

4. Provide a recommended list of spare parts for equipment and list of special, non-standard tools to service equipment.

5. Index and assemble the instructions in durable loose-leaf binders.

6. The completed binders are to be available at the time the equipment installation begins.

1.14 RECORD DRAWINGS

A. Provide and maintain a current, up-to-date record set of reproducible prints showing all changes, additions or omissions made during construction. Contractor shall, at his own expense, produce the Record Drawings.

B. Deliver four (4) sets of all as-built drawings and one (1) set of reproducibles of the record drawings to the Commissioner before submitting requisition for final payment.

C. Shop Drawings shall be cross-referenced on the mylar copies for this requirement where applicable.

D. Submit AutoCAD, or other as required by the Commissioner, compatible as-built drawing files.

1.15 GUARANTEE

A. The following supplements the GENERAL CONDITIONS for Mechanical Work:

1. Non-durable, expendable items such as replaceable (not cleanable) air filter media are not subject to replacement after the date of acceptance.

2. Guarantee time limits for equipment exceeding those indicated in GENERAL CONDITIONS are specified in the applicable Sections of Division 23.

PART 2 - PRODUCTS

2.1 IDENTIFICATION MARKINGS

A. Every equipment valve, damper, control, and apparatus installed under this Contract shall be tagged, labeled or stenciled as follows: Tags and labels securely fastened by brass chains, screws or mastic as applicable. Equipment controls numbered according to equipment schedules on Plans. Tags numbered to conform to a directory listing number, location and use. Directories to be mounted under glass in aluminum self-closing frames, 8-1/2" x 11" in size.

1. Apply identification after testing, insulation and field painting are completed.

B. Valve Identification:

1. Provide an identification tag for each valve, including control valves.

2. Differentiate between the different classes of service in the numbering systems; as an example: "CHW-II", "HW-II" or "CW-II".

3. Use 2" brass tags stamped with designation numbers 1" high, filled in with black enamel.

4. Attach tags securely to handles or spindles of valves with heavy brass "S" hooks or brass chains.

5. Provide six (6) copies of valve charts with one (1) of each framed under glass and mounted where directed.

C. Piping Identification:

1. Provide on bare and covered pipes for all services.

2. Use a system of marking and colors conforming to ANSI A-13.1.

3. Install to provide permanent adhesion.

4. Install in readily visible location.

5. Apply legend and flow markers as required for maintenance purposes, with at least one marker in every 50'-0" of each line and at every change of direction.

6. Color Coding of Piping: After piping has been finish painted, the installer of the piping shall identify the type of service lines with applied color bands and stenciled letters. The direction of flow shall be indicated with stenciled arrows. Color bands shall be 1-inch wide, finished in gloss enamel; lettering and arrows shall be same color as the bands. Specify that indicators be applied at connections to pumps, chillers, and other equipment; at entrances to spaces; adjacent to valves; near access doors to pipe spaces; and at maximum intervals of 50 feet on long pipe runs and at each change of direction. Specify that letters be positioned to be easily read from a normal standing position. If there is no City of New York's standard for color code and designation, the following colors and letter designations shall be used:

HVAC PIPING

Service	Color	Designation
Pumped Condensate	Yellow	CPD
Hot Water Return	Brown with Orange Bands	LPR
Low Pressure Steam	Orange	LPS
Other	As directed	As directed

D. Equipment Identification:

1. For each fan, air terminal unit, rooftop unit, air handler, condensing unit, motor starter, controller and similar accessory provide a lamicore nameplate attached with screws or rivets to a fixed part of the equipment in a visible location.

   a. Make plates not less than 2" x 1" x 1/8" thick with 1/4" high characters.

   b. Designations for equipment tags shall match contract schedules.

   c. Label ducts by function (supply air, return air, exhaust air and transfer).

2. In areas where removable ceilings occur, install appropriate color coded tile grid markers to indicate location of valves and other equipment or fittings that may require maintenance service.

E. Refer to Section 23 05 53 for additional requirements.

2.2 PROTECTION OF ELECTRICAL EQUIPMENT

A. Keep piping 2'-0" outside the vertical line of unprotected electrical equipment or provide non-corrosive metal (soldered 20 gauge copper or welded stainless steel), watertight support, pans piped to an open drain.

1. Construct and support pans to hold minimum depth of 3 inches of water.

2.3 ACCESS DOORS

A. General:

1. Steel, flush four-sided frame and door assembly, chemically cleaned after fabrication and painted with rust inhibitive primer.

2. Provide hardware and locking devices.

3. Provide access doors required for access to mechanical work through finished wall construction and non-removable ceiling construction.

4. Deliver doors and location information to appropriate trade for installation.

B. Provide flush type access door or panel no smaller than 18" x 18" and no larger than 30" x 30" for all dampers, valves, cleanouts, or apparatus located in chases, walls, non-accessible hung ceilings or floors; finish shall be prime coat, except floor panels which shall be polished brass or chrome plate. Doors and trim 14 gauge steel, frame 16 gauge steel, with flush concealed and standard flush locks, screwdriver operated cams, of Milcor manufacturer or approved equal.

1. All panels and their exact location subject to approval of the Commissioner.

2. Where space conditions prevent door swinging open, provide removable door on lift-up hinges. This will only be accepted on a case-by-case basis. This condition must be submitted to the Commissioner for approval prior to installation.

3. Furnish a complete list locating all access doors required in finished walls, ceilings, partitions, shafts and other inaccessible locations.

2.4 PRIME PAINTING

A. All piping, supports, auxiliary steel and miscellaneous iron within all MER's and on the roof shall be prime painted as specified herein.

B. All exposed uninsulated piping, fittings, equipment stands, supports, platforms, cradles, and hangers; except chrome finished materials, shall be painted. All ungalvanized surfaces shall be painted with zinc chromate, or approved equal, and all exposed to view galvanized sheet metal duct surfaces shall be prime coated with a phosphate pretreatment coating, dry film thickness of 0.35 with a 0.50 mil. one coat Glid-Guard galvanized steel primer Y5229, or approved equal.

C. Upon completion of the prime coat of all mechanical equipment specified above, all insulated and exposed piping and exposed sheet metal duct surfaces shall be painted with finish coating, color as indicated on drawings. Contractor shall complete stenciling and color identification following the finish painting.

D. Provide factory finishes, except as noted, to match color samples, for items appearing in exposed finished work, and including:

1. Equipment

2. Registers and grilles

3. Diffusers

4. Enclosures on equipment

5. Thermostat Covers

E. All damaged factory painted surfaces shall be repaired to match original surface. If, in opinion of Commissioner, such repairs are unsatisfactory, item in question shall be completely refinished or replaced with new.

2.5 EQUIPMENT AND SYSTEMS CRITERIA

A. The criteria of design and performance to produce the required operation is based on equipment shown or scheduled, and as specified.

B. Equipment of other manufacturers will be considered, subject to its acceptability and the following:

1. The equipment must conform to the structural design provisions for loads applied to the structure; to the dimensions established by drawings for spaces and other (service, etc.) clearances; and for inlet and outlet locations and relationships to associated equipment, piping and ducts.

2. Changes to the building arrangement or structure, which are required to suit equipment offered must be by the Contractor at no extra expense to the City of New York.

3. Changes to the electrical requirements such as circuit breaker or starter size, conduit or wire size shall be coordinated by the Contractor and the expense borne by him with no additional cost to the City of New York.

C. Operating equipment, operating systems and other products are specified by names and models and also by performance criteria standards:

1. Where both specifying media are employed, the names and models establish a standard for manufacturing quality, while the performance criteria governs the capacity, rating or output.

2. In any question regarding intent, the capacity, rating or output which is compatible with the other systems, is intended to be of prime concern and is to be provided.

D. The descriptions of equipment and systems cover basic equipment and operation, but not all the details of design and construction.

1. The use of singular in descriptions does not limit the quantities to be furnished to produce the complete system, together with the results specified.

2. Furnish equipment required to provide specified performance under installed conditions.

3. Factory wiring and piping is to conform to specifications for field work, unless otherwise specified.

4. Provide trim, enclosures, transition pieces and accessories required to make complete installation in each instance.

5. Provide all seismic provisions as required to meet NYCBC requirements.

E. All Mechanical Drawings are schematic and diagrammatic.

1. Symbols and diagrams are used to indicate the various items of work and the complete systems, but they do not necessarily have dimensional significance, neither do they necessarily include all related and subsidiary parts and equipment. Contractor shall provide all parts, elements, transition pieces, etc. as required for a complete and operational system.

2. The work is to be installed complete and ready for operation in conformity with the intent expressed on the Drawings and in the Specifications.

3. Coordinate work with the requirements of the Architectural and Structural drawings for dimensions, locations and clearances.

4. Locations of mechanical and electrical items which are exposed to view shall be taken from the Architectural Drawings where available, or are to be located as directed by the Commissioner.

5. Contractor shall provide all transition pieces and rises/drops for piping and ductwork.

6. Minimum height of piping, ductwork, valves, etc. in mechanical rooms excluding drops to equipment, shall be 7'-6" unless otherwise noted.

2.6 EQUIPMENT INSTALLATION

A. Comply with manufacturer's recommendations.

B. Locate and set equipment anchor bolts, dowels and aligning devices for equipment requiring them.

1. Level and shim the equipment; coordinate and oversee the grouting work.

2. After one week of continuous operation, the technician will return to check and realign all shafts, bearings, seals, couplings and belt drives as needed. Provide report indicating completion of this work.

C. Field assembly, installation and alignment of equipment is to be done under field supervision provided by the manufacturer or with inspection, adjustments and approval by the manufacturer, as a part of the Contract.

D. Alignment and Lubrication Certification for Motor Driven Apparatus:

1. After permanent installation has been made and connections have been completed, but before the equipment is continuously operated, a qualified representative of the manufacturer is to inspect the installation and shall report in writing on the manufacturer's letterhead as follows:

a. That shafts, bearings, seals, couplings, and belt drives are perfectly aligned and doweled so the equipment will remain perfectly aligned in the normal service intended by the Documents and that no strain or distortion will occur in normal service. All dowels shall be aligned after equipment is running.

b. That all parts of the apparatus are properly lubricated for operation.

c. That the installation is in accordance with manufacturer's instructions.

d. That suitable maintenance and operating instructions have been provided for the City of New York's use.

E. Belt Drives:

1. V-belt drives shall include a driving and driven sheave grooved for belts of trapezoidal cross-section. Belts shall be constructed of fabric and rubber so designed as not to touch the bottom of the grooves, the power being transmitted by the contact between the belts and V-shape groove sides. Drives shall be designed for a minimum of 150 percent of motor horsepower. Drive sheaves shall be of the companion type.

2. All motors shall be provided with fixed sheaves, once the correct speed is determined during testing/balancing period.

3. All fans shall be installed with fixed pitch sheaves on their drive motors. Sheaves shall be selected to provide air quantities under specified conditions. Air systems shall be put into operation, and Contractor shall determine actual size of sheaves required to produce specified air quantities on installed systems via the use of adjustable sheaves. Adjustable pitch sheaves shall then be replaced with the proper size fixed sheave. Adjustable pitch sheaves shall be property of Contractor and removed from premises.

F. Equipment Startup:

1. Each equipment manufacturer is to provide qualified personnel to inspect and approve equipment and installation and to supervise the startup of the equipment and to supervise the operating tests of the equipment.

2. If a minimum number of hours for startup and instruction are not stated with the equipment specifications, these shall be 2 full 8-hour working days as a minimum.

3. Advise the Commissioner of startup at least 72 hours in advance.

G. Equipment Turn-Over:

1. Contractor shall follow the Commissioner's Standards for Turn-Over Acceptance, Commissioning and Testing. Equipment shall not be considered "Turned Over" until the Commissioner provides written acceptance to the Contractor.

2.7 CLEANING AND ADJUSTING

A. Notification:

1. Inform the Commissioner of all cleaning, blowing out and fill-up schedules one week prior to starting.

2. Notify the Commissioner again, 48-hours prior to each event. If Commissioner does not attend the procedures, notify in writing, the specific task performed 24-hours after each event.

3. Leaks appearing during the various pressure tests shall be corrected by replacing all defective materials or welds and subsequent tests shall not be made until the piping is found in perfect condition. Caulking of screwed joints or peaning of welds is prohibited. Wherever it is necessary to cut out a weld and the ends of the pipe cannot be conveniently brought together, then a short piece shall be fitted in and welded.

4. Damage to the building and equipment resulting from tests shall be repaired at no additional cost to the City of New York.

5. Tests claimed to have been performed without following above procedures shall be deemed as not performed.

B. Cleaning:

1. Blow out, clean and flush each piping system and equipment, to clean thoroughly. MSDS forms for clean agent and procedure shall be presented to the field office. After cleaning, the systems shall be tested by an independent organization, approved by Commissioner's prior to testing.

2. Clean all materials and equipment; leave in condition ready to operate and ready to receive succeeding finishes where required.

3. Clean the operating equipment and systems to be dust free inside and out.

4. Clean concealed and unoccupied areas such as plenums, pipe and duct spaces and equipment rooms to be free of rubbish and dust.

5. After completion of all pressure tests, properly clean every piece of apparatus furnished and remove caps and other provisions made for testing purposes only.

6. Cutting oil, excess pipe joint compound, finely divided solids and other similar foreign material shall be removed from all circulating water systems before they go into operation. Before chemical cleaning of water systems flush with clean water. Each system shall be cleaned chemically with liquid alkaline compound with emulsifying agents and detergents circulating solution to remove grease and petroleum products. Fill, vent and circulate the system with this solution at maximum operating temperature for required duration. During cleaning

procedure, circulation shall be stopped periodically followed by blow off at all low points. Immediately following chemical cleaning, system to be drained and then refilled with clean water to which treatment shall then be added. After systems have been drained, flushed and refilled, a chemical test shall be made to determine that the cleaning solution remaining in the system does not impart alkalinity to the water in excess of 300 ppm.

7. After the water piping system has been properly cleaned as indicated above, each water system shall be operated for a minimum of 3 days with 1/2" surgical felt, bonded to baskets on each pump strainer. Felt filters shall be run for as long a time as necessary to thoroughly clean all piping until approved by the Commissioner. During the cleaning period, heat exchangers and coil valves shall be kept closed for the entire cleaning period. Provide one (1) inch manual bypass at equipment to permit flushing of branch piping. For flushing and blow-off for main risers, provide drain valves at the bottom in the horizontal runout to the riser. Also provide an additional valve in the cyclo-clean separator piping for pumps with mechanical seals so that separator discharge water may be wasted during the cleaning procedure.

8. All pipe strainers shall be removed and cleaned upon completion of blowdown period.

9. After this period of operation, all systems shall be drained and refilled with fresh water and new chemicals as specified.

10. All equipment installed shall be thoroughly cleaned in preparation of the finished painting.

11. All dowels shall be aligned after system is running.

C. Adjusting:

1. Adjust and align equipment interconnected with couplings or belts. After one week of continuous operation, the technician will return to check and realign all shafts, bearings, seals, couplings and belt drives as needed. Provide report indicating completion of this work.

2. Adjust valves of all types and calibrate equipment of all types to provide proper operation.

3. Clean all strainers after system cleaning and flushing and again before final system startup.

4. Motors, fans, pumps, compressors, etc. shall be properly oiled and left ready for operation.

5. Verify that each and every supply and return and exhaust fan, each fan coil unit fan, motor and automatic control valve is in running condition. All equipment

shall be cleaned, including coils, motors, housing, pans, etc. and inspected by the Commissioner.

6. Submission of certified tests shall, in no way, relieve the Contractor of fulfillment of guarantee.

7. Gauges, instruments, thermometers and meters shall be checked and tested to specified accuracy.

8. Alarms shall be tested to fulfill satisfactory operating conditions.

9. Allow sufficient time to perform all tests, adjustments, etc., necessary to place the various systems in final operating condition, verify performance requirements and check all safety devices. Labor, instruments, etc., required for various tests shall be furnished by Contractor. The Contractor shall see that all his Sub-Contractors, manufacturer's representatives or Field Engineers necessary to check and adjust various systems are present, with sufficient forms, and that all test results are recorded properly and turned over to the Commissioner for approval.

10. The Commissioner's will make final check for all systems after the Contractor has completed and returned to the Commissioner all recorded test data together with a letter that his work is 100% complete. Additional tests may be required to meet the requirements of the Commissioner's documents for demonstration of various systems, whether or not specified, to verify performance, workmanship or for adjustments.

11. Unless otherwise specified, equipment shall be installed and adjusted in accordance with manufacturer's recommendations to function properly with capacities required or specified.

12. Provide adjustments during summer, winter and shoulder/swing seasons.

D. Running Test of Piping Systems:

1. Any section of the work, after it has been completed and otherwise satisfactorily tested, shall be put in actual operation by the Contractor and operated by him for a period of 2 days of 24 hours each, during which time any defects which may appear shall be remedied and any necessary adjustments shall be made. Test shall be performed in the presence of the Commissioner, and serve as part of the Instructions Program.

2. During the time of the tests, repack all valves, make all adjustments and otherwise put the apparatus in perfect condition for operation, and shall instruct the Commissioner in the use of management of the apparatus. All joints shall be made absolutely tight under tests. Caulking of pipe joints or makeshift methods of repairing leaks shall not be allowed. Piping which is not tight under tests shall be taken down and reassembled.

3. All gauges, thermometers, alarms, instruments, etc. shall be tested to demonstrate that they are functioning properly and within the range of these devices, and to show their degree of accuracy.

4. If during the first test run, the system cannot be completely vented within 24 hours, install additional air vents at high points of system to facilitate quick venting of all water systems.

E. Permanent Equipment Operating During Construction:

1. Use only in same service as the permanent applications, provided that written approval is granted by Commissioner.

2. Use disposable filters during temporary operation.

3. Expendable media, including belts used for temporary operation and similar materials are to be replaced just prior to acceptance.

4. Packings in equipment operated during construction must be repacked just prior to system acceptance, using materials and methods specified by the supplying manufacturer.

F. Retouch or repaint equipment furnished with factory finish as required to provide same appearance as new.

G. Tools:

1. Provide one set of specialized or non-standard maintenance tools and devices required for servicing the installed equipment.

H. Fan and Pump Characteristic Charts:

1. Fan Characteristic Charts: Furnish 4 characteristics curve charts for each fan, including those embodied in factory assembled units. Characteristic curve charts shall not be less than 8-1/2" x 11" and shall show the static pressure, capacity, horsepower and overall efficiency for operating conditions from no load to 130% specified load.

2. Pump Characteristic Charts: Furnish 4 characteristic charts for each pump. Charts shall be not less than 8-1/2" x 11" showing head developed, efficiency and power required for varying capacities at the operating speed of the equipment.

PART 3 – EXECUTION

3.1 GENERAL

A. Temporary Protection:

1. Provide and maintain protection for the work whether completed or in progress.

2. Provide suitable coverings and enclosures.

B. Scaffolding, Rigging and Hoisting:

1. Provide all scaffolding, rigging and hoisting services necessary for erection, and/or delivery into the premises, of any equipment and apparatus furnished. Remove from the premises when no longer required.

C. Waterproofing:

1. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Commissioner before work is done. The Contractor shall provide all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

3.2 EQUIPMENT BASES, PLATFORMS AND SUPPORTS

A. Provide supporting platforms, steel supports, anchor bolts, inserts, etc., for all equipment and apparatus requiring access for service and maintenance.

B. Obtain prior approval for installation method of structural steel required to frame into building structural members for the proper support of equipment, conduit, etc. Welding will be permitted only when approved by the Commissioner.

C. Submit shop drawings of supports for approval to the Commissioner before fabricating or constructing.

D. Provide leveling channels, anchor bolts, complete with nuts and washers, for all apparatus and equipment secured to concrete pads and further supply exact information and dimensions for the location of these leveling channels, anchor bolts, inserts, concrete bases and pads.

E. Where supports are on concrete construction, care shall be taken not to weaken concrete or penetrate waterproofing.

3.3 ACCESSIBILITY

A. The installation of valves, dampers and other items shall be conveniently and accessibly located with reference to the finished building floors, walls, roof and penthouses as applicable.

B. In-line pumps shall not be installed higher than 7 ft. above floor and shall be fully accessible for servicing its motor, valves, controls and instruments.

C. Equipment removal, tube-pull access door swing spaces shall be identified on shop drawings and maintained during installation.

3.4 MODIFICATIONS TO EXISTING WORK

A. Contractor shall perform all work as shown or as specified, within the existing site and structures as part of this Contract without detriment to the existing systems or equipment to be kept in operation or maintained in their places.

B. For full extent of modifications to be done to existing systems, the Contractor shall inspect existing systems and site conditions to familiarize himself with the complexity of his work related to removals and relocations required, and the existing finishes to be preserved without any damage resulting from possible careless installation procedures. Upon written request by the bidders, the Commissioner shall make the existing schematic plans available for inspection (at his own address) without any responsibility for their completeness or accuracy.

C. As-Built drawings are not available on the existing installations. Any drawings that may be available to the Contractor are for information only. All field criteria must be field verified by the Contractor.

D. All cutting shall be done only by mechanics skilled in the particular trade which is affected. No cutting shall be done without proper protections against damage, dirt and dust resulting therefrom or without proper safeguards to workmen, the public, and occupants of buildings.

E. Before cutting is started in any location, the Contractor shall carefully investigate conditions influencing human and structural safety. Existing piping, wiring and items concealed in walls and slabs, wherever these walls and slabs are removed, shall be properly relocated, rerouted or removed as the case may require.

F. Contractor shall perform all finish masonry, repairing, restoring and finishing of all cut openings, closing up of existing openings, and removing and restoring the affected sections of the suspended ceilings.

G. If, during partial occupancy of the building, circumstances necessitate temporary shutdown of any facilities or otherwise interfere with access to building, the Commissioner shall be given a minimum of 48 hours' notice before doing such work.

H. In all areas where interface, relocation or alternation work is to be done, Contractor shall disconnect and remove from the premises all existing ductwork, piping, etc., that will not be required to remain in service after the alterations are completed. All such equipment (except as requested as salvage by the Commissioner) shall become the property of the Contractor, and he shall remove same from the premises immediately upon disconnection. Existing ductwork, piping, etc., being removed shall not be reused.

I. Contractor shall move or relocate any existing mechanical equipment, piping, ductwork, etc., which may temporarily interfere with the construction, (to a temporary location) if the existing equipment is to be kept in operation during construction. He shall also install temporary piping, ductwork or equipment that might be required (during demolition or excavation and during the construction of tunnels, retaining walls, footings or columns)

for offsetting all piping around the construction area in order to maintain services to the existing systems. Provide temporary piers, supports and hangers as required for excavation.

J. The trade in charge of concrete and superstructure shall provide all cuts and openings through structural slabs and walls, except for core drillings for passage of piping. Contractor shall coordinate his work with concrete contractor and provide necessary dimensions for all openings.

K. Upon completion, remove all temporary piping and equipment, shoring, scaffolds, etc., and leave all areas clean and free from material and debris resulting from work performed under this Section. Provide rough patching in areas shown.

L. Test all piping to be retained or shown to be re-used together with the new extensions connected to them. Install isolation valves as required.

M. Where a fan or any of its connected ductwork is to be modified, relocated or ductwork extended to a new discharge location, test fan prior to starting work and submit test data to Commissioner for record purposes. Test same fan following completion of work to verify its final capacity in terms of CFM, Static Pressure and Amperes drawn while in operation, showing compliance to data previously established.

3.5 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof, for purposes other than testing even with the Commissioner's consent, shall not be construed to be an acceptance of the work on the part of the Commissioner, nor shall it be construed to obligate the Commissioner in any way to accept improper work or defective materials.

B. Use of permanent equipment for temporary services must be approved in writing by Commissioner.

3.6 CODES, RULES, PERMITS & FEES

A. The Contractor shall give all necessary notices, obtain all permits and filings including, but not limited to, New York City DEP, New York State DEC, New York City and State Building Code requirements, and pay all government sales taxes, fees, and other costs, in connection with his work. The Contractor shall file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Commissioner before request for acceptance and final payment for the work.

B. The complete design and construction shall conform to the requirements of the NYCBC, NYCMC, NYCFC, NYSEC, NFPA, NEC, FM, UL and any other local or state code which may govern.

C. Provide all New York City and New York State equipment use permits as required to provide a fully functioning space.

3.7 CODE COMPLIANCE

A. As part of this Mechanical work, the Contractor is required to provide assistance to an independent agency, as contracted through the City of New York, for purposes of providing special inspections, as follows:

1. For the entire duration of this construction, provide assistance to an independent organization, contracted through the Commissioner and headed by a New York State Licensed Professional Engineer, for purposes of providing special inspection on all items as required by the New York City Building Code, including but not limited to:

a. Construction of ducts and its accessories including hanger installation.

b. Air intakes and outlets.

c. Electrical wiring and equipment pertaining to mechanical equipment.

d. Air cooling and heating equipment.

e. Fire and smoke dampers.

f. Controls.

g. Heating and combustion equipment.

h. Monitoring of New York City (OTCR) approvals required for HVAC and Fire Protection equipment.

i. Structural Concrete poured under this Contract.

j. Fire stopping at penetrations.

k. Seismic supports and bracing.

B. Special inspection procedures shall, in general, insure the following:

1. The adherence of the standards of material and workmanship required by the New York City Building Code.

2. The checking of building processes and the evaluation of materials to insure conformity with the New York City Building Code.

3. The elimination of unspecified, non-conforming substitutions.

4. The discovery of discrepancies between the New York City Building Code requirements and the final Drawings or Specifications and their early correction.

5. The prevention of error which may result in unnecessary and costly maintenance or upkeep costs.

6. The determination of necessary tests and laboratory work.

C. The following forms will be prepared and filed with the New York City Building Department in order to secure their approvals and permits:

1. Forms PW-1, PW-1B and PW-C: Plan/Work Approval Application

2. Form TR-1: Technical Report Statement of Responsibility

3. Form PW-4: Application for Equipment Use Permit

3.8 FINAL INSPECTION

A. Contractor shall arrange and schedule final inspection of work and shall notify the Commissioner in writing that the Contractor has thoroughly checked his work and, in the opinion of the Contractor, is ready for final inspection.

B. During the entire period schedule for these inspections, the Contractor and representatives of each manufacturer of equipment involved shall be present. All of these organizations shall have sufficient and competent personnel present so that adjustments can be made to all systems without delay.

C. Contractor shall recheck equipment after seasonal use to ensure proper operation for summer, winter and shoulder/swing seasons.

3.9 ACCEPTANCE

A. The operation or the temporary use of the equipment and the mechanical and electrical installation, by the Commissioner does not constitute an acceptance of the work. The final acceptance is to be made after the Contractor has adjusted his equipment, demonstrated that it fulfills the requirements of the Contract Documents, has furnished all the required Certificates, and has received written notice of acceptance from the Commissioner. Warranties and guaranties are effective after the final acceptance.

END OF SECTION 23 05 00

- NO TEXT ON THIS PAGE -

SECTION 23 05 01

SCOPE OF HVAC WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. All work shall be subject to the General Conditions and shall comply with applicable requirements of the Contract.

B. Related Sections:

1. Requirements of Section 23 05 00 shall also govern work specified herein, together with all applicable paragraphs of Mechanical sections.

PART 2 - SCOPE OF WORK

2.1 WORK INCLUDED

A. This Specification and the accompanying Contract Drawings are intended to include the furnishing and installation, in a workman-like and approved manner, of all labor, materials, equipment and appliances necessary and required to completely install the HVAC Systems as specified and shown on the Drawings.

B. General scope of work shall be as listed below, however, omission of specific items shall not be construed as being omitted from the Contract if the item is mentioned or implied elsewhere.

C. The list is not intended to be complete, but it is to serve as a guide to the character and extent of the work, and in general, shall consist of the following:

1. Cleaning of all piping and duct systems prior to operation.

2. All electrical and fire alarm system interlock wiring, except as noted otherwise.

3. Complete DDC control and EMS system for the areas noted.

4. All control and interlock wiring (in conduits) for the system and all components.

5. All miscellaneous appurtenances, accessories and specialties required for a complete installation placed into satisfactory operating condition.

6. Signs, charts, labels, etc., conforming to the requirements of the specifications and codes.

7. Servicing, cleaning and repair of existing perimeter heating systems.

8. Provide air handling unit and air-cooled condensing unit.

9. Supply, return, exhaust ventilation systems and air conditioning systems, including fans, ductwork, motors, dampers, filters, air distribution devices, dampers, and all accessories.

10. Provide computer room split system.

11. All drains and drainage systems from HVAC coils, protective drain pans and plenum duct drains.

12. Motor starters, motor control centers and variable frequency drives (VFD) for the mechanical equipment.

13. Insulation of piping, ductwork, equipment, etc.

14. Prime painting of equipment support steel and piping, shop finishes, piping identification, stenciling and color coding.

15. Training, instructions and guarantees.

16. Auxiliary steel required for supporting HVAC equipment, ductwork and piping other than those available in the building structure.

17. Directing the location of access doors and panels required in acoustical tile hung ceilings and furnishing of all access doors and panels required in plaster or dry wall ceilings and partitions.

18. Vibration isolation.

19. Counter flashing around roof penetrations of HVAC ducts and piping. Caulking around sleeves and fire-stopping at all floor and wall penetration of piping and ductwork.

20. Sound control and acoustical treatment.

21. Furnishing and setting of sleeves, required for piping or ductwork in walls and/or slabs.

22. Seismic restraints.

23. Duct leak testing and piping pressure testing.

24. Testing, Adjusting, Balancing and Commissioning.

25. Install duct smoke detectors.

26. Protection during construction.

27. Provide duct mounted steam heating coils.

2.2 EXISTING CONDITIONS

A. The existing building will remain occupied and operational throughout the duration of the renovation. Contractors shall protect existing systems that are to remain operational and shall take all precautions to minimize dust, debris, vibration and noise in order to limit any impact on the existing facility.

PART 3 – EXECUTION

NOT USED

END OF SECTION 23 05 01

- NO TEXT ON THIS PAGE -

SECTION 23 05 03

PIPES AND TUBES FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Pipe and pipe fittings for the following systems:

1. Equipment drains and over flows.
2. Low pressure steam piping.
3. Low pressure steam condensate piping.
4. Unions and flanges.

B. Related Sections:

1. Section 09 91 23 - Interior Painting.
2. Section 23 05 23 - General-Duty Valves for HVAC Piping: Product requirements for valves for placement by this section.
3. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for pipe hangers and supports and firestopping for placement by this section.
4. Section 23 05 48 - Noise and Vibration Controls for HVAC Piping and Equipment: Product requirements for Noise and Vibration Isolation for placement by this section.
5. Section 23 05 49 - Seismic Provisions and Seismic Restraints: Product requirements for Seismic Restraints for placement by this section.
6. Section 23 05 53 - Identification for HVAC Piping and Equipment: Product requirements for HVAC Piping and Equipment for placement by this section.
7. Section 23 07 00 - HVAC Insulation: Product requirements for piping insulation for placement by this section.
8. Section 23 22 13 - Steam and Condensate Heating Piping: Product requirements for steam and condensate piping for placement by this section.
9. Section 23 22 16 - Steam and Condensate Piping Specialties: Product requirements for steam and condensate piping specialties for placement by this section.

10. Section 23 23 00 - Refrigerant Piping: Product requirements for Refrigerant Piping for placement by this section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B16.3 - Malleable Iron Threaded Fittings.
2. ASME B16.4 - Gray Iron Threaded Fittings.
3. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
4. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
5. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
6. ASME B31.9 - Building Services Piping.
7. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.
8. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.
9. Con Edison Steam Service Rules.

B. ASTM International:

1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
3. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
4. ASTM A536 - Standard Specification for Ductile Iron Castings.
5. ASTM B32 - Standard Specification for Solder Metal.
6. ASTM B68 - Standard Specification for Seamless Copper Tube, Bright Annealed.
7. ASTM B75 - Standard Specification for Seamless Copper Tube.
8. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

9. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

10. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.

11. American Welding Society:

12. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

13. AWS D1.1 - Structural Welding Code - Steel.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes for approval, prior to fabrication or installation.

C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.

D. Welder certifications and welding procedures.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.

B. Perform Work in accordance with NYCBC requirements.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three (3) years documented experience.

1.6 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 COORDINATION

A. General Conditions.

B. Reference Section 23 05 00 for additional requirements.

PART 2 - PRODUCTS

2.1 EQUIPMENT DRAINS AND OVERFLOWS

A. Steel Pipe: ASTM A53/A53M Schedule 40, galvanized.

1. Fittings: ASME B16.3, malleable iron or ASME B16.4, cast iron.

2. Joints: Threaded for pipe 2 inch (50 mm) and smaller; flanged for pipe 2-1/2 inches (65 mm) and larger.

B. Copper Tubing: ASTM B88 (ASTM B88M), Type L, hard drawn.

1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper.

2. Joints: Solder, lead free, [ASTM B32,] 95-5 tin-antimony, or tin and silver.

2.2 LOW PRESSURE STEAM PIPING, ABOVE GROUND (15 PSIG (103 kPa) MAXIMUM)

A. Steel Pipe: ASTM A53/A53M, Schedule 40 seamless, black.

1. Fittings: ASME B16.3 malleable iron Class 125, or ASTM A234/A234M forged steel Class 125.

2. Joints: Threaded for pipe 2 inch (50 mm) and smaller; welded for pipe 2-1/2 inches (65 mm) and larger.

2.3 LOW PRESSURE STEAM CONDENSATE PIPING, ABOVE GROUND

A. Steel Pipe: ASTM A53/A53M, Schedule 80 seamless, black.

1. Fittings: ASME B16.3 malleable iron Class 125, or ASTM A234/A234M forged steel Class 125.

2. Joints: Threaded for pipe 2 inch (50 mm) and smaller; welded for pipe 2-1/2 inches (65 mm) and larger.

2.4 UNIONS AND FLANGES

A. Unions for Pipe 2 inches (50 mm) and Smaller:

1. Ferrous Piping: Class 250, malleable iron, threaded.

2. Copper Piping: Class 150, bronze unions with brazed joints.

3. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

B. Flanges for Pipe 2-1/2 inches (65 mm) and Larger:

1. Ferrous Piping: Class 150, forged steel, slip-on flanges.

2. Copper Piping: Class 150, slip-on bronze flanges.

3. Gaskets: 1/16 inch (1.6 mm) thick preformed neoprene gaskets.

C. Flanges shall be of same weight as the fittings and valves in each service category. Welding neck flanges shall be used with flanged valves, equipment, etc., on welded lines. Galvanized screwed flanges shall be used on galvanized screwed lines. Flanges shall be drilled in conformance with 150 lbs. or 300 lbs. standard and shall be faced and spot-faced. Screwed and loose flanges on brass piping shall be brass. Laps shall be machined on front, back and edge. Screwed flanges shall have faces perpendicular to adjoining pipe.

2.5 PIPE FITTINGS

A. Each pipe fitting shall have cast, stamped, or indelibly marked on it the marker's name or mark, weight, and quality of the product when such marking is required by the approved standard.

B. Welding fittings shall be of same material and schedule as pipe to which they are welded. Welding fittings including laterals shall be approved factory reinforced to develop full working pressure of connecting piping main. Welding elbows shall be long radius pattern. Welding fittings shall be used exclusively, except as otherwise specified. Weldolets may be used for branches only where branch is two (2) or more nominal pipe sizes smaller than main or riser. All welding "lateral" fittings shall have pressure ratings equal to the pipe with which they are to be used. Welding fittings shall be of Tube-Turn or Walworth manufacture or approved equal, to conform to ASTM-A-234 specifications.

C. Nipples shall be extra heavy shoulder type of same material as pipe, close nipples are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 CONNECTIONS

A. Copper with solder or brazing joints shall be cleaned bright and properly fluxed. Flux shall be non-corrosive as approved.

B. Threaded Joints:

1. Make up screw pipe with clean sharp threads and pipe joint cement used on male thread only.

2. Ream ends of pipe and clean out the pipe after cutting.

3. Use graphite paste on threads of cleanout plugs.

4. Provide sufficient number of flanges or unions to disassemble piping without breaking screwed fittings.

C. Teflon paste shall be used on screwed joints and shall be applied to the male thread only.

D. In connection to equipment, the manufacturer's recommendation as to pipe size and arrangement shall be followed. Connection to equipment shall be made to permit ready disconnection of equipment with minimum disturbance to adjoining pipe. Screwed or flanged unions shall be used at all equipment at inlet and outlet ends. Piping shall be flanged, or fitted with unions for all sections immediately adjacent to connection of equipment which may require pipe removal to aid in all large tube pulling, coil removal, cleaning etc.

E. Assembly of the mechanical joint pipe and fittings shall be complete with a torque wrench. Torque to be applied to each bolt shall be between 60 pounds and 90 pounds. If

effective sealing is not attained at the maximum torque indicated above, the joint shall be disassembled and reassembled after thorough cleaning. Overstressing of bolts to compensate for poor installation will not be permitted.

F. Flange joints shall be faced true, packed and made up perfectly square and tight. Each flange joint shall be provided with suitable grade steel bolts for the specific service and with hexagon nuts. Bolts and nuts shall be dipped in a mixture of graphite and oil, just before installation.

G. Gaskets shall have proper thickness and suitable for specific service. All gaskets shall be asbestos free. Gaskets in steam service shall meet the requirement of the utility company.

H. Where piping is to be installed under related work by other Sections, in connection with work and equipment installed by this Trade, the piping will be installed by other Sections, but this Trade shall make the final connections.

I. Provide di-electric fittings for all connections between dissimilar metals.

3.4 INSTALLATION - ABOVE GROUND PIPING

A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

B. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.

C. Group piping whenever practical at common elevations.

D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 29.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 23 07 00.

G. Provide access door where valves and fittings are concealed in inaccessible spaces. Coordinate size and location of access doors with Division 08.

H. Install non-conducting dielectric connections wherever jointing dissimilar metals. Insulate pipe joints or valves between dissimilar metals, to prevent dielectric action; use isolating flanges. Dielectric couplings are unacceptable.

I. Cap pipe and equipment outlets during construction; keep lines and inside of equipment free of foreign materials.

1. Provide for expansion without warping lines, or dislocating or straining connected equipment beyond allowable stress limits.

2. Install piping to clear building construction and to avoid interference with other work.

3. Conceal piping.

J. Pipe base drains from pumps to open drains; use plugged tees at 90 degree turns.

K. Place valves and specialties so as to permit easy operation and access; pack all valves at the completion of the work before final inspection.

L. Provide cold-water make-up piping between the outlets provided under the Plumbing Work and point of equipment under HVAC Work requiring same. Each connection to be provided with a globe valve, check valve and vacuum breaker. An anti-siphon check valve, similar to that made by Bidoro Company, may be substituted for the check valve and vacuum breaker.

M. Provide a capped hose bibb and valve at the base of all water risers to accept a hose for drainage.

N. Miscellaneous drains and overflow from tanks, equipment, piping, relief valves, pumps, etc., shall be run to the nearest indirect drain and terminate in an elbow over the drain. Provide drain valves wherever required for complete drainage of piping, including the system side of all pump check valves. Drain lines shall pitch not less than 1" in 40' in direction of flow.

1. Screwed couplings and shoulder nipples not exceeding 6" in length shall be of same material as pipe but of dimensions conforming to Schedule 80. Close nipples are prohibited.

O. Vertical sections of main risers in shafts shall be constructed of pipe lengths welded together; do not use mechanical couplings or screwed fittings.

P. Drawings indicate generally the sizes and locations of pipe lines, but the Commissioner reserves the right to direct changes in run and details of pipe work as necessitated by site conditions. Piping to be of sizes indicated on the Drawings; size any pipe diameter not shown on the Drawings to be in proportion to the load carried at the same resistance as similar piping, or of sizes as directed by Commissioner.

Q. Cut piping accurately to measurements established at the Construction Site and work into place without springing or forcing, properly clearing all openings, structural members and other equipment. Overhead piping to run as high as possible under structural members.

R. Establish invert elevations, slopes for drainage to 1/4 inch minimum. Maintain gradients.

S. Slope piping and arrange systems to drain at low points.

T. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

U. Install piping penetrating roofed areas to maintain integrity of roof assembly.

V. Install valves in accordance with Section 23 05 23.

W. Install steam and condensate piping specialties in accordance with Section 23 22 16.

X. Insulate piping. Refer to Section 23 07 00.

Y. Install pipe identification in accordance with Section 23 05 53.

3.5 ROUTES AND GRADES

A. Piping shown on the drawings shall be considered as diagrammatic for clearness and may or may not, in all parts, be shown in its true position. This fact does not, in any way, relieve the Contractor from full responsibility for the proper erection of a system of piping in every aspect suitable for the work intended.

B. Drawings indicate generally sizes and locations of pipelines, but the right is reserved to direct changes in details of pipe work as necessitated by actual conditions. Piping shall be of sizes indicated on drawings. Any pipe size not shown shall be in proportion to the load carried at the same resistance as similar piping, or of size as directed.

C. Piping shall be accurately cut to measurement established at the construction site and shall be worked into place without springing or forcing, properly clearing openings, structural members and other equipment. Overhead piping shall be run as high as possible under structural members.

D. Exposed piping shall be run perpendicular and/or parallel to floors, walls, etc. Piping and valves shall be grouped neatly and shall be run so as to avoid reducing headroom or passage clearance.

E. Piping shall be concealed. Piping shall be installed so that same can be drained of all water.

F. Water mains shall pitch upward in direction of flow.

G. Fittings of the eccentric reducing type shall be used where change of size occurs in horizontal piping for proper drainage or venting.

H. Steel pipe bends shall be made of open hearth, low carbon steel, leaving a smooth uniform exterior and interior finish. Pipe bends shall be made with seamless steel pipe, having a minimum radius of not less than 5 pipe diameters.

I. Long-turn fittings shall be used wherever conditions permit.

J. Piping above grade shall be installed so as to be readily accessible for operation, maintenance, repair or replacement.

K. Extra heavy nipples for short shoulder type only. Close nipples are prohibited.

L. Under all conditions, and unless otherwise shown or directed, branches from any steam main shall be taken from the top of the pipe, and all valve stems shall stand upright or at an angle above the center line of the pipe and not handle down.

M. No piping or work of any kind shall be concealed or covered until all required tests have been satisfactorily completed and the work has been approved by the Commissioner.

3.6 INSTALLATION - HEATING AND COOLING PIPING SYSTEMS

A. Install steam supply and steam condensate return piping in accordance with ASME B31.9.

3.7 FIELD QUALITY CONTROL

A. General Conditions.

B. Test low pressure steam supply piping, low pressure steam condensate piping in accordance with ASME B31.9.

3.8 CLEANING

A. General Conditions.

B. After completion, clean, and treat low pressure steam supply piping, low pressure steam condensate piping. Refer to Section 23 25 00.

3.9 PRESSURE TESTING OF PIPING SYSTEMS

A. Pay fees for tests and inspections; furnish labor, materials, equipment and any instruments required for the tests.

B. Perform tests and comply with requirements of the inspecting agency to obtain approval for Commissioner's use of systems and equipment, as a part of the Contract Work.

C. Replace or repair equipment damaged during testing.

D. Give advance notice of tests to Commissioner.

E. Replace any materials which fail under testing and replace or satisfactorily repair any other materials or work damaged by the testing or failures.

F. Do not conceal or insulate any section of piping until testing on that section has been satisfactorily completed and approved.

G. The Contractor shall provide all temporary valves, blanks and accessories for all piping tests, as part of the Work.

H. Test Criteria: Make all piping systems tight under the following test conditions:

1. Perform hydrostatic test as specified in "Examination, Inspection and Testing" of ANSI B31.9 code, except that duration of test shall be two hours without pressure drop and that no system shall be tested at less than indicated in Item 3 below.

2. If outside temperature is expected to be at or below freezing temperature, the Commissioner has the option to require that the Contractor test piping by the use of non-corrosive glycol/water mixture.

3. Unless otherwise noted or specified, screwed piping shall be tested under a hydrostatic pressure of 200 psig for a period of 2 hours without fall in pressure gauge reading. Welded and brazed piping shall be subjected to 150 psig air pressure test and welds inspected by applying soap suds. During the air pressure tests, pinholes shall be rewelded at the direction of the Commissioner. Following the air pressure test, piping shall be subjected to hydrostatic test for a period of 2 hours without fall in the pressure gauge reading.

I. Hydrostatic test at 1-1/2 times operating pressure. Operating pressure of water systems, unless noted otherwise, shall be determined by adding pump shutoff head to building static height, with consistent units.

J. Miscellaneous Drain Piping:

1. Perform same tests as specified for water piping above, except that minimum test pressure shall be 50 psig and test duration shall be a minimum of 10 minutes (unless directed by Commissioner to be of longer duration).

K. Heat exchangers, valves, strainers and piping accessories shall be treated as part of the piping system for testing purposes, except for the following items:

1. Pressure gauges or other sensitive instruments which might be damaged during testing - remove during test and replace after test.

3.10 SYSTEM REQUIREMENTS

A. All piping systems and components shall be rated for a minimum design working pressure of 150 psig, unless otherwise noted.

END OF SECTION 23 05 03

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
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FMS ID No. HL82125VR
6/20/2014

SECTION 23 05 13

COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes single- and three-phase motors for application on equipment provided under other sections and for motors furnished loose to Project.

B. Related Sections:

1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

2. Section 26 05 53 - Identification for Electrical Systems.

1.2 REFERENCES

A. American Bearing Manufacturers Association:

1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.

B. National Electrical Manufacturers Association:

1. NEMA MG 1 - Motors and Generators.

C. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

D. New York City Electrical Code.

E. Underwriter's Laboratory.

F. New York State Energy Research and Development Authority (NYSERDA).

1.3 SUBMITTALS

A. Product Data: Submit catalog data for each motor furnished. Indicate nameplate data, standard compliance, electrical ratings and characteristics, and physical dimensions, weights, mechanical performance data, and support points.

B. Test Reports: Indicate procedures and results for factory and field testing and inspection.

C. The motor nameplate and connection diagram shall be stainless steel and contain the following information:

1. Manufacturers' name
2. Rated volts and full load current
3. Rated frequency and number of phases
4. Rated full load speed
5. Rated temperature rise and rated ambient temperature
6. Time rating
7. Rated horsepower
8. Locked rotor code letter
9. Motors starting on wye connection and running on delta, shall be marked with the code letter corresponding to the wye connection.
10. Dual voltage motors which have a different locked rotor KVA on the two voltages, shall be marked with the code letter for the voltage giving the highest locked rotor KVA.
11. NEMA design letter
12. Service factor

D. In general, motors shall be furnished integrally mounted on mechanical equipment.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. All motors shall be UL approved and listed.

1.5 DELIVERY, STORAGE AND HANDLING

A. Lift only with lugs provided. Handle carefully to avoid damage to components, enclosure, and finish.

B. Protect products from weather and moisture by covering with plastic or canvas and by maintaining heating within enclosure.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR MOTORS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Cooper Industries Inc.
2. Baldor Electric Co.
3. General Electric Co.
4. Emerson Electrical
5. Or approved equal.

B. Motors 1/2 hp and Larger: Three-phase motor as specified below.

C. Three-Phase Motors: NEMA MG 1, Design B, premium-efficiency squirrel-cage induction motor, with windings to accomplish starting methods and number of speeds as indicated on Drawings.

1. Voltage: 208 volts, three phase, 60 Hz or as indicated on Drawings.
2. Service Factor: 1.15 unless indicated otherwise on Drawings.
3. Enclosure: Meet conditions of installation unless specific enclosure is indicated on Drawings or specified.
4. Design for continuous operation in 40 degrees C environment, with temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
5. Insulation System: NEMA Class F.
6. Motor Frames: NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.
7. Thermistor System (Motor Frame Sizes 254T and Larger): Three PTC thermistors embedded in motor windings and epoxy encapsulated solid state control relay with wiring to terminal box.
8. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA 9, L-10 life of 200,000 hours. Calculate bearing load with NEMA minimum V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.
9. Sound Power Levels: Conform to NEMA MG 1.

10. Efficiency: Premium efficiency motors conforming to NEMA. Motor efficiencies shall meet the requirements for financial rebates from NYSERDA.

11. Provide Inverter Duty Rated for motors controlled by VFD. Fan motors controlled by VFD shall be equipped with shaft grounding rings.

12. Motor weight exceeding 25 pounds shall have lifting eyes.

D. Single Phase Motors:

1. Permanent split-capacitor type where available, otherwise use split-phase start/capacitor run or capacitor start/capacitor run motor.

2. Voltage: 115 volts, single phase, 60 Hz.

E. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated.

2.2 SOURCE QUALITY CONTROL

A. Test motors in accordance with NEMA MG 1, including winding resistance, no-load speed and current, locked rotor current, insulation high-potential test, and mechanical alignment tests.

PART 3 - EXECUTION

3.1 EXISTING WORK

A. Disconnect and remove abandoned motors

3.2 INSTALLATION

A. Install motor in alignment with shaft of the drive. Alignment test must be done prior to operating the equipment.

B. Install engraved plastic nameplates.

C. Ground and bond motors in accordance with Section 26 05 26.

D. Provide motor shaft grounding ring (SGR) for motors controlled by Variable Frequency Drive.

END OF SECTION 23 05 13

SECTION 23 05 14

MOTOR CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All work shall be subject to the General Conditions and shall comply with applicable requirements of the contract.

B. Requirements of Section 23 05 00 shall also govern work specified herein, together with all applicable paragraphs of other Mechanical sections.

C. Requirements of Division 26 shall govern the material and installation methods for wiring motors and motor controllers.

1.2 REFERENCES

A. Institute of Electrical and Electronic Engineers (IEEE)

1. Standard 519-1992, IEEE Guide for Harmonic Content and Control.

B. National Electrical Manufacturer's Association (NEMA)

1. ICS 7.0, AC Adjustable Speed Drives
2. FU 1 - Low Voltage Cartridge Fuses
3. KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum)

C. National Fire Protection Association (NFPA)

1. NFPA 70 – The National Electrical Code

D. New York City

1. New York City Building Code (NYCBC).
2. New York City Electrical Code (NYCEC) (NFPA 70 with New York City Amendments).

E. Underwriters Laboratories

1. UL 508C – Industrial Controls and Systems: Adjustable Speed Drives.

F. Examine the Contract Documents of Division 26 for coordinating work specified under this section.

1.3 SUBMITTALS

A. Submit shop drawings and product data in accordance with General Conditions.

1.4 QUALIFICATIONS

A. VFDs and options shall be UL listed as a complete assembly. VFD's that require the customer to supply external fuses for the VFD to be UL listed are not acceptable. VFDs with red label UL stickers, requiring additional branch circuit protection are not acceptable. The base VFD shall be UL listed for 100 KAIC without the need for input fuses.

B. CE Mark – The VFD shall conform to the European Union ElectroMagnetic Compatibility directive, a requirement for CE marking. The VFD shall meet product standard EN 61800-3 for the First Environment restricted level.

C. The entire VFD enclosure, including the bypass shall be seismically certified and labeled as such in accordance with the 2006 International Building Code (IBC):

1. VFD manufacturer shall provide Seismic Certification and Installation requirements at time of submittal.

2. Seismic importance factor of 1.5 rating is required, and shall be based upon actual shake test data as defined by ICC AC-156.

D. Seismic ratings based upon calculations alone are not acceptable. Certification of Seismic rating must be based on testing done in all three axis of motion.

E. The VFD manufacturer shall have available a comprehensive, HVAC Drive Computer Based Training (CBT) product. The CBT product shall include detailed, interactive sections covering VFD unpacking, proper mechanical and electrical installation, and programming. The CBT product shall allow the user to provide just-in-time training to new personnel or refresher training for maintenance and repair personnel on the user's site. The CBT product shall be repeatable, precise and shall include record keeping capability. The CBT product shall record answers to simulations and tests by student ID number. The CBT product must be professionally produced and have interactive sections, student tests, and include video clips of proper wiring and installation.

PART 2 - PRODUCTS

2.1 GENERAL

A. Furnish and install all motors, and furnish all variable speed drives, combination motor starters/disconnect switches, disconnect switches and starters that are required for controlling the HVAC equipment and motors.

B. Coordinate installation of and for proper integration of electrical power wiring with the motors, and equipment that are provided by the Contractor.

2.2 VARIABLE FREQUENCY DRIVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. ABB ACH Series.

2. Yaskawa E7-B.

3. Or approved equal.

B. Description

1. This specification is to cover a complete Variable Frequency motor Drive (VFD) consisting of a pulse width modulated (PWM) inverter, designed for use with a standard NEMA Design B induction motor.

2. The drive manufacturer shall supply the drive and all necessary options as herein specified. The manufacturer shall have been engaged in the production of this type of equipment for a minimum of twenty years. VFD's that are manufactured by a third party and "brand labeled" shall not be acceptable. All VFDs installed on this project shall be from the same manufacture.

C. Submittals:

1. Submittals shall include the following information:

a. Outline dimensions, conduit entry locations and weight.

b. Customer connection and power wiring diagrams.

c. Complete technical product description include a complete list of options provided. Any portions of this specification not met must be clearly indicated or the supplier and contractor shall be liable to provide all additional components required to meet this specification.

d. Compliance to IEEE 519 – harmonic analysis for particular jobsite including total harmonic voltage distortion and total harmonic current distortion (TDD).

1) The VFD manufacturer shall provide calculations; specific to this installation, showing total harmonic voltage distortion is less than 5%. Input filters shall be sized and provided as required by the VFD manufacturer to ensure compliance with IEEE standard 519. All VFD's shall include a minimum of 5% impedance reactors, no exceptions.

D. The VFD package as specified herein shall be enclosed in a UL Listed Type enclosure, exceeding NEMA enclosure design criteria (enclosures with only NEMA ratings are not acceptable), completely assembled and tested by the manufacturer in an ISO9001 facility. The VFD tolerated voltage window shall allow the VFD to operate from a line of +30% nominal, and -35% nominal voltage as a minimum.

1. Environmental operating conditions: VFDs shall be capable of continuous operation at 0 to 50°C (32 to 122°F) ambient temperature as per VFD manufacturers documented/submittal data or VFD must be oversized to meet these temperature requirements. Not acceptable are VFD's that can only operate at 40°C intermittently (average during a 24 hour period) and therefore must be oversized. Altitude 0 to 3,300 feet above sea level, less than 95% humidity, non-condensing. All circuit boards shall have conformal coating.

2. Enclosure shall be rated UL Type 1 and shall be UL listed as a plenum rated VFD. VFD's without these ratings are not acceptable. NEMA only type 1 enclosures are not acceptable (must be UL Type 1).

3. VFD located outdoor shall have weatherproof enclosure with suitable UL rating, not only NEMA-3R type.

E. All VFDs shall have the following standard features:

1. All VFDs shall have the same customer interface, including digital display, and keypad, regardless of horsepower rating. The keypad shall be removable, capable of remote mounting and allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFDs.

2. The keypad shall include Hand-Off-Auto selections and manual speed control. The drive shall incorporate "bumpless transfer" of speed reference when switching between "Hand" and "Auto" modes. There shall be fault reset and "Help" buttons on the keypad. The Help button shall include "on-line" assistance for programming and troubleshooting.

3. There shall be a built-in time clock in the VFD keypad. The clock shall have a battery back up with 10 years minimum life span. The clock shall be used to date and time stamp faults and record operating parameters at the time of fault. If the battery fails, the VFD shall automatically revert to hours of operation since initial power up. Capacitor back-up is not acceptable. The clock shall also be programmable to control start/stop functions, constant speeds, PID parameter sets and output Form-C relays. The VFD shall have a digital input that allows an override to the time clock (when in the off mode) for a programmable time frame. There shall be four (4) separate, independent timer functions that have both weekday and weekend settings.

4. The VFD's shall utilize pre-programmed application macro's specifically designed to facilitate start-up. The Application Macros shall provide one command to reprogram all parameters and customer interfaces for a particular

application to reduce programming time. The VFD shall have two user macros to allow the end-user to create and save custom settings.

5. The VFD shall have cooling fans that are designed for easy replacement. The fans shall be designed for replacement without requiring removing the VFD from the wall or removal of circuit boards. The VFD cooling fans shall operate only when required. To extend the fan and bearing operating life, the VFD shall cycle the cooling fans on and off as required.

6. The VFD shall be capable of starting into a coasting load (forward or reverse) up to full speed and accelerate or decelerate to set point without tripping or component damage (flying start).

7. The VFD shall have the ability to automatically restart after an over-current, over-voltage, under-voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between attempts shall be programmable.

8. The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds. The minimum FLA rating shall meet or exceed the values in the NEC/UL table 430.250 for 4-pole motors.

9. The VFD shall have internal 5% impedance reactors to reduce the harmonics to the power line and to add protection from AC line transients. The 5% impedance may be from dual (positive and negative DC bus) reactors, or 5% AC line reactors. VFD's with only one DC reactor shall add an AC line reactor.

10. The input current rating of the VFD shall be no more than 3% greater than the output current rating. VFD's with higher input current ratings require the upstream wiring, protection devices, and source transformers to be oversized per NEC 430.120. Input and output current ratings must be shown on the VFD nameplate.

11. The VFD shall include a coordinated AC transient surge protection system consisting of 4-120 joule rated MOV's (phase to phase and phase to ground), a capacitor clamp, and 5% impedance reactors.

12. The VFD shall provide a programmable loss-of-load (broken belt/broken coupling) Form-C relay output. The drive shall be programmable to signal the loss-of-load condition via a keypad warning, Form-C relay output, and/or over the serial communications bus. The loss-of-load condition sensing algorithm shall include a programmable time delay that will allow for motor acceleration from zero speed without signaling a false loss-of-load condition.

13. The VFD shall have user programmable underload and overload curve functions to allow user defined indications of broken belt or mechanical failure/jam condition causing motor overload

14. The VFD shall include multiple "two zone" PID algorithms that allow the VFD to maintain PID control from two separate feedback signals (4-20mA, 0-10V, and / or serial communications). The two zone control PID algorithm will control motor speed based on a minimum, maximum, or average of the two feedback signals. All of the VFD PID controllers shall include the ability for "two zone" control.

15. If the input reference (4-20mA or 2-10V) is lost, the VFD shall give the user the option of either (1) stopping and displaying a fault, (2) running at a programmable preset speed, (3) hold the VFD speed based on the last good reference received, or (4) cause a warning to be issued, as selected by the user. The drive shall be programmable to signal this condition via a keypad warning, Form-C relay output and / or over the serial communication bus.

16. The VFD shall have programmable "Sleep" and "Wake up" functions to allow the drive to be started and stopped from the level of a process feedback signal.

F. All VFDs to have the following adjustments:

1. Three (3) programmable critical frequency lockout ranges to prevent the VFD from operating the load continuously at an unstable speed. The lockout range must be fully adjustable, from 0 to full speed.

2. Two (2) PID Set point controllers shall be standard in the drive, allowing pressure or flow signals to be connected to the VFD, using the microprocessor in the VFD for the closed-loop control. The VFD shall have 250 ma of 24 VDC auxiliary power and be capable of loop powering a transmitter supplied by others. The PID set point shall be adjustable from the VFD keypad, analog inputs, or over the communications bus. There shall be two independent parameter sets for the PID controller and the capability to switch between the parameter sets via a digital input, serial communications or from the keypad. The independent parameter sets are typically used for night setback, switching between summer and winter set points, etc.

3. There shall be an independent, second PID loop that can utilize the second analog input and modulate one of the analog outputs to maintain the set point of an independent process (ie. valves, dampers, etc.). All set points, process variables, etc. to be accessible from the serial communication network.

4. Two (2) programmable analog inputs shall accept current or voltage signals.

5. Two (2) programmable analog outputs (0-20ma or 4-20 ma). The outputs may be programmed to output proportional to Frequency, Motor Speed, Output Voltage, Output Current, Motor Torque, Motor Power (kW), DC Bus voltage, Active Reference, Active Feedback, and other data.

6. Six (6) programmable digital inputs for maximum flexibility in interfacing with external devices. All digital inputs shall be programmable to initiate upon an application or removal of 24VDC or 24VAC.

7. Three (3) programmable, digital Form-C relay outputs. The relay outputs shall include programmable on and off delay times and adjustable hysteresis. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 A at 250 VAC; Maximum voltage 300 VDC and 250 VAC; continuous current rating of 2 amps RMS. Outputs shall be true Form-C type contacts; open collector outputs are not acceptable.

8. Run permissive circuit - There shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command (keypad, input contact closure, time-clock control, or serial communications), the VFD shall provide a dry contact closure that will signal the damper to open (VFD motor does not operate). When the damper is fully open, a normally open dry contact (end-switch) shall close. The closed end-switch is wired to a VFD digital input and allows VFD motor operation. Two separate safety interlock inputs shall be provided. When either safety is opened, the motor shall be commanded to coast to stop and the damper shall be commanded to close. The keypad shall display "start enable 1 (or 2) missing". The safety input status shall also be transmitted over the serial communications bus.

9. The VFD control shall include a programmable time delay for VFD start and a keypad indication that this time delay is active. A Form C relay output provides a contact closure to signal the VAV boxes open. This will allow VAV boxes to be driven open before the motor operates. The time delay shall be field programmable from 0 – 120 seconds. Start delay shall be active regardless of the start command source (keypad command, input contact closure, time-clock control, or serial communications), and when switching from drive to bypass.

10. Seven (7) programmable preset speeds.

11. Two independently adjustable accel and decel ramps with 1 – 1800 seconds adjustable time ramps.

12. The VFD shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and reduce audible motor noise. The VFD shall have selectable software for optimization of motor noise, energy consumption, and motor speed control.

13. The VFD shall include a carrier frequency control circuit that reduces the carrier frequency based on actual VFD temperature that allows higher carrier frequency settings without derating the VFD.

14. The VFD shall include password protection against parameter changes.

G. The Keypad shall include a backlit LCD display. The display shall be in complete English words for programming and fault diagnostics (alpha-numeric codes are not acceptable). All VFD faults shall be displayed in English words. The keypad shall include a minimum of 14 assistants including:

1. Start-up assistant
2. Parameter assistants
    a. PID assistant
    b. Reference assistant
    c. I/O assistant
    d. Serial communications assistant
    e. Option module assistant
    f. Panel display assistant
    g. Low noise set-up assistant
3. Maintenance assistant
4. Troubleshooting assistant
5. Drive optimizer assistants

H. All applicable operating values shall be capable of being displayed in engineering (user) units. A minimum of three operating values from the list below shall be capable of being displayed at all times. The display shall be in complete English words (alpha-numeric codes are not acceptable):

1. Output Frequency
2. Motor Speed (RPM, %, or Engineering units)
3. Motor Current
4. Motor Torque
5. Motor Power (kW)
6. DC Bus Voltage
7. Output Voltage

I. The VFD shall include a fireman's override input. Upon receipt of a contact closure from the fire / smoke control station, the VFD shall operate in one of two modes: 1) Operate at a programmed predetermined fixed speed ranging from -500Hz (reverse) to 500Hz

(forward). 2) Operate in a specific fireman's override PID algorithm that automatically adjusts motor speed based on override set point and feedback. The mode shall override all other inputs (analog/digital, serial communication, and all keypad commands), except customer defined safety run interlocks, and force the motor to run in one of the two modes above. "Override Mode" shall be displayed on the keypad. Upon removal of the override signal, the VFD shall resume normal operation, without the need to cycle the normal digital input run command.

J. Serial Communications

1. The VFD shall have an EIA-485 port as standard. The protocols shall be Modbus, Johnson Controls N2, Siemens Building Technologies FLN, BACnet, LonWorks, Profibus, EtherNet, BACnet IP, and DeviceNet. Each individual drive shall have the protocol in the base VFD. The use of third party gateways and multiplexers is not acceptable. All protocols shall be "certified" by the governing authority (i.e. BTL Listing for BACnet). Use of non-certified protocols is not allowed.

2. The BACnet connection shall be an EIA-485, MS/TP interface operating at 9.6, 19.2, 38.4, or 76.8 Kbps. The connection shall be tested by the BACnet Testing Labs (BTL) and be BTL Listed. The BACnet interface shall conform to the BACnet standard device type of an Applications Specific Controller (B-ASC). The interface shall support all BIBBs defined by the BACnet standard profile for a B-ASC including, but not limited to:

   a. Data Sharing – Read Property – B.

   b. Data Sharing – Write Property – B.

   c. Device Management – Dynamic Device Binding (Who-Is; I-Am).

   d. Device Management – Dynamic Object Binding (Who-Has; I-Have).

   e. Device Management – Communication Control – B.

3. If additional hardware is required to obtain the BACnet interface, the VFD manufacturer shall supply one BACnet gateway per drive. Multiple VFDs sharing one gateway shall not be acceptable.

4. Serial communication capabilities shall include, but not be limited to; run-stop control, speed set adjustment, proportional/integral/derivative PID control adjustments, current limit, accel/decel time adjustments, and lock and unlock the keypad. The drive shall have the capability of allowing the DDC to monitor feedback such as process variable feedback, output speed / frequency, current (in amps), % torque, power (kW), kilowatt hours (resettable), operating hours (resettable), and drive temperature. The DDC shall also be capable of monitoring the VFD relay output status, digital input status, and all analog input and analog

output values. All diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote VFD fault reset shall be possible.

5. Serial communication in bypass shall include, but not be limited to; bypass run-stop control, the ability to force the unit to bypass, and the ability to lock and unlock the keypad. The bypass shall have the capability of allowing the DDC to monitor feedback such as, current (in amps), kilowatt hours (resettable), operating hours (resettable), and bypass logic board temperature. The DDC shall also be capable of monitoring the bypass relay output status, and all digital input status. All bypass diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote bypass fault reset shall be possible.

6. The VFD / bypass shall allow the DDC to control the drive and bypass digital and analog outputs via the serial interface. This control shall be independent of any VFD function. The analog outputs may be used for modulating chilled water valves or cooling tower bypass valves. The drive and bypass' digital (Form-C relay) outputs may be used to actuate a damper, open a valve or control any other device that requires a maintained contact for operation. In addition, all of the drive and bypass' digital inputs shall be capable of being monitored by the DDC system. This allows for remote monitoring of which (of up to 4) safeties are open.

7. The VFD shall include an independent PID loop for customer use. The independent PID loop may be used for cooling tower bypass value control, chilled water value / hot water valve control, etc. Both the VFD PID control loop and the independent PID control loop shall continue functioning even if the serial communications connection is lost. As default, the VFD shall keep the last good set point command and last good DO & AO commands in memory in the event the serial communications connection is lost and continue controlling the process.

K. EMI / RFI filters. All VFD's shall include EMI/RFI filters. The onboard filters shall allow the VFD assembly to be CE Marked and the VFD shall meet product standard EN 61800-3 for the First Environment restricted level with up to 100 feet of motor cable. No Exceptions. Certified test reports shall be provided with the submittals confirming compliance to EN 61800-3, First Environment.

L. All VFD's shall be protected from input and output power mis-wiring. The VFD shall sense this condition and display an alarm on the keypad. The VFD shall not sustain damage from this power mis-wiring condition.

M. Features – Features to be furnished and mounted by the drive manufacturer. All optional features shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508 label. Choose one of the options listed below.

1. A complete factory wired and tested bypass system consisting of an output contactor and bypass contactor per section 2.01N below.

2. Door interlocked, padlockable circuit breaker that will disconnect all input power from the drive and all internally mounted options. Circuit breaker option shall be available with or without systems requiring bypass.

3. Fieldbus adapters - BACnet IP Protocols shall be available with the addition of a card.

N. Bypass Controller

1. A complete factory wired and tested bypass system consisting of a door interlocked, padlockable circuit breaker, output contactor, bypass contactor, and fast acting VFD input fuses are required. UL Listed motor overload protection shall be provided in both drive and bypass modes.

2. The bypass enclosure door and VFD enclosure must be mechanically interlocked such that the disconnecting device must be in the "Off" position before either enclosure may be accessed. Provide bypass interlock for use by qualified personnel. Bypass contactor shall be NEMA rated and shall be equipped with solid-state electronic overloads.

3. The VFD and bypass package shall have a UL listed short circuit current rating (SCCR) of 100,000 amps and this rating shall be indicated on the UL data label.

4. The drive and bypass package shall be seismic certified and labeled to the IBC:

   a. Seismic importance factor of 1.5 rating is required, and shall be based upon actual shake table test data as defined by ICC AC-156.

5. Drive Isolation Fuses - To ensure maximum possible bypass operation, fast acting fuses, exclusive to the VFD, shall be provided to allow the VFD to disconnect from the line prior to clearing upstream branch circuit protection. This maintains bypass operation capability in the event of a VFD failure. Bypass designs which have no such fuses, or that incorporate fuses common to both the VFD and the bypass, will not be accepted.

6. The system (VFD and Bypass) tolerated voltage window shall allow the system to operate from a line of +30%, -35% nominal voltage range. The system shall incorporate circuitry that will allow the drive or bypass contactor to remain "sealed in" over this voltage tolerance at a minimum.

7. The bypass shall maintain positive contactor control through the voltage tolerance window of nominal voltage +30%, -35%. This feature is designed to avoid contactor coil failure during brown out / low line conditions and allow for input single phase operation when in the VFD mode. Designs that will not allow input single phase operation in the VFD mode are not acceptable.

8. Motor protection from single phase power conditions - the bypass system must be able to detect a single phase input power condition while running in bypass, disengage the motor in a controlled fashion, and give a single phase input power

indication. Bypass systems not incorporating single phase protection in bypass mode are not acceptable.

9. The bypass system shall NOT depend on the VFD for bypass operation. The bypass system shall be designed for standalone operation and shall be completely functional in both Hand and Automatic modes even if the VFD has been removed from the system for repair / replacement. Serial communications shall remain functional even with the VFD removed.

10. Serial communications – the bypass shall be capable of being monitored and / or controlled via serial communications. On-board communications protocols shall include ModBus; Johnson Controls N2; Siemens Building Technologies FLN (P1); and BACnet.

11. Serial communication capabilities shall include, but not be limited to; bypass run-stop control; the ability to force the unit to bypass; and the ability to lock and unlock the keypad. The bypass shall have the capability of allowing the DDC to monitor feedback such as, current (in amps), kilowatt hours (resettable), operating hours (resettable), and bypass logic board temperature. The DDC shall also be capable of monitoring the bypass relay output status, and all digital input status. All bypass diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote bypass fault reset shall be possible. The following additional status indications and settings shall be transmitted over the serial communications bus and / or via a Form-C relay output – keypad "Hand" or "Auto" selected, bypass selected, and broken belt indication. The DDC system shall also be able to monitor if the motor is running in the VFD mode or bypass mode over serial communications. A minimum of 50 field serial communications points shall be capable of being monitored in the bypass mode.

12. The bypass serial communications shall allow control of the bypass' digital outputs via the serial interface. This control shall be independent of any bypass function or operating state. The bypass' digital (relay) outputs may be used to actuate a damper, open a valve or control any other device that requires a maintained contact for operation. In addition, all of the bypass' digital inputs shall be capable of being monitored by the DDC system.

13. There shall be an adjustable motor current sensing circuit for the bypass and VFD modes to provide proof of flow (broken belt) indication. The condition shall be indicated on the keypad display, transmitted over the building automation protocol and/or via a Form-C relay output contact closure. The broken belt indication shall be programmable to be a system (drive and bypass) indication. The broken belt condition sensing algorithm shall be programmable to cause only a warning or a fault and / or system shutdown.

14. The digital inputs for the system shall accept 24VAC or 24VDC. The bypass shall incorporate an internally sourced power supply and not require an external control power source. The bypass power board shall supply 250 ma of 24 VDC for use by others to power external devices.

15. There shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command (keypad command, time-clock control, digital input, or serial communications) the bypass shall provide a dry contact closure that will signal the damper to open (motor does not operate). When the damper is fully open, a normally open dry contact (end-switch) shall close. The closed end-switch is wired to a bypass system input and allows motor operation. Up to four separate safety interlock inputs shall be provided. When any safety is opened, the motor shall be commanded to coast to stop, and the damper shall be commanded to close. This feature will also operate in Fireman's override / smoke control mode.

16. The bypass control shall monitor the status of the VFD and bypass contactors and indicate when there is a welded contactor contact or open contactor coil. This failed contactor condition shall be indicated on the bypass LCD display, programmed to fire a Form-C relay output, and / or over the serial communications protocol.

17. The bypass control shall include a programmable time delay for bypass start and keypad indication that this time delay is in process. A Form C relay output provides a contact closure to signal the VAV boxes open. This will allow VAV boxes to be driven open before the motor operates at full speed in the bypass mode. The time delay shall be field programmable from 0 – 120 seconds.

18. There shall be a keypad adjustment to select manual or automatic transfer bypass. The user shall be able to select via keypad programming which drive faults will result in an automatic transfer to the bypass mode and which faults require a manual transfer to bypass. The user may select whether the system shall automatically transfer from drive to bypass mode on the following drive fault conditions:

    a. Over current

    b. Over voltage

    c. Under voltage

    d. Loss of analog input

19. The following operators shall be provided:

    a. Bypass Hand-Off-Auto

    b. Drive mode selector

    c. Bypass mode selector

    d. Bypass fault reset

20. The bypass shall include a two line, 20 character LCD display. The display shall allow the user to access and view:

    a. Energy savings – in US dollars

    b. Bypass motor amps

    c. Bypass input voltage– average and individual phase voltage

    d. Bypass power (kW)

    e. Bypass faults and fault logs

    f. Bypass warnings

    g. Bypass operating time (resettable)

    h. Bypass energy (kilowatt hours – resettable)

    i. I/O status

    j. Parameter settings / programming

    k. Printed circuit board temperature

21. The following indicating lights (LED type) or keypad display indications shall be provided. A test mode or push to test feature shall be provided.

    a. Power-on (Ready)

    b. Run enable

    c. Drive mode selected

    d. Bypass mode selected

    e. Drive running

    f. Bypass running

    g. Drive fault

    h. Bypass fault

    i. Bypass H-O-A mode

    j. Automatic transfer to bypass selected

    k. Safety open

    l. Damper opening

m. Damper end-switch made

22. The Bypass controller shall have six programmable digital inputs, and five programmable Form-C relay outputs. This I/O allows for a total System (VFD and Bypass) I/O count of 24 points as standard. The bypass I/O shall be available to the BAS / DDC system even with the VFD removed.

23. The on-board Form-C relay outputs in the bypass shall programmable for any of the following indications.

a. System started

b. System running

c. Bypass override enabled

d. Drive fault

e. Bypass fault

f. Bypass H-O-A position

g. Motor proof-of-flow (broken belt)

h. Overload

i. Bypass selected

j. Bypass run

k. System started (damper opening)

l. Bypass alarm

m. Over temperature

24. The bypass shall provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external safety interlocks shall remain fully functional whether the system is in VFD or Bypass mode. The remote start/stop contact shall operate in VFD and bypass modes. The terminal strip shall allow for independent connection of up to four (4) unique safety inputs.

25. The bypass shall include a supervisory control mode. In this bypass mode, the bypass shall monitor the value of the VFD's analog input (feedback). This feedback value is used to control the bypass contactor on and off state. The supervisory mode shall allow the user to maintain hysteresis control over applications such as cooling towers and booster pumps even with the VFD out of service.

26. The user shall be able to select the text to be displayed on the keypad when an external safety opens. Example text display indications include "FireStat", "FreezStat", "Over pressure" and "Low suction". The user shall also be able to determine which of the four (4) safety contacts is open over the serial communications connection.

27. Life Safety Control Override Mode (Override 1) – The bypass shall include a dedicated digital input that will transfer the motor from VFD mode to Bypass mode upon receipt of a dry contact closure from the Fire / Smoke Control System. This Override Mode action is not programmable and will always function as described in the bypass User's Manual documentation. In this mode, the system will ignore low priority safeties and acknowledge high priority safeties as required by UL 864/UUKL. All keypad control, serial communications control, and normal customer start / stop control inputs will be disregarded. This Smoke Control Mode shall be designed to meet the intent of UL864/UUKL.

28. Fireman's Override Mode (Override 2) – the bypass shall include a second, programmable override input which will allow the user to configure the unit to acknowledge some digital inputs, all digital inputs, ignore digital inputs or any combination of the above. This programmability allows the user to program the bypass unit to react in whatever manner the local Authority Having Jurisdiction (AHJ) requires. The Override 2 action may be programmed for "Run-to-Destruction". The user may also force the unit into Override 2 via the serial communications link.

29. Class 10, 20, or 30 (programmable) electronic motor overload protection shall be included.

30. The VFD Product Warranty shall be 24 months from the date of certified start-up, not to exceed 30 months from the date of shipment. The warranty shall include all parts, labor, travel time and expenses. A toll free 24/365 technical support line shall be available.

31. For stair pressurization fans and smoke exhaust fans, provide engraved, permanently attached red-faced label, minimum 6" x 6" with the following language "CAUTION: THIS VFD IS PART OF THE LIFE SAFETY SMOKE CONTROL SYSTEM. NOTIFY THE FACILITY STAFF PRIOR TO ANY CHANGE OR MAINTENANCE ACTIVITY TO THIS DRIVE."

32. Provide start-up service by manufacturer's certified technicians.

2.3 MOTOR STARTERS AND CONTROLS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Allen-Bradley

2. Eaton/Cutler-Hammer
3. General Electric
4. Schneider Electric/Square D
5. Siemens
6. Or approved equal.

B. All motor controllers and starters shall be in accordance with the following:

1. All individually mounted motor controllers and starters shall be of the following type:
   a. Combination fused switch and magnetic controller with solid-state overload protection and low voltage protection.
   b. Manual toggle switch operation 2 pole or single pole starter with overload protection in approved NEMA enclosure. Where motors are installed remote from starters, provide pilot light.

C. Combination Fused Switch – Magnetic Controllers

1. Fused switch shall be heavy-duty type, designed to accept only UL Class RK-1 fuses of the correct voltage class for the motor.
2. Starters shall be NEMA rated contactors with solid-state electronic motor overload protection. Starters for 3-phase motors shall be protected on all phases. Starters equipped with melting alloy overload relays are not acceptable.
3. Provide 120V control power transformers in all controllers. Control power transformer shall be provided with two primary and one secondary fuse. Unfused secondary leg of the control transformer shall be grounded. Fuses shall be UL Class CC time-delay type.
4. Provide three-position, maintained-contact rotary selector switch (H-O-A) in starter covers for all automatically controlled motors.
5. Provide momentary contact pushbuttons for motors that are not provided with automatic control. Pushbuttons shall be NEMA type 13 rated and shall be provided with an extended guard.
6. Provide two normally open (N.O.) and two normally close (N.C.) contacts as a minimum in each starter. Provide additional contacts as required by the Control System and sequence of operation.
7. Where required by the control sequence, provide solid-state timing relays for ON or OFF delay as required.

8. All pilot lights shall be LED type with red or green jewel as indicated. Pilot lights shall indicate "Motor Running" unless otherwise indicated.

9. Each controller shall be mounted in NEMA rated enclosure. Enclosures shall be as follows:

   a. Exterior: NEMA 4X stainless steel.

   b. Interior, dry locations: NEMA 1.

   c. Steam rooms: NEMA 12.

10. Provide all starters with an external overload reset button, mounted in the starter cover.

11. Enclosure sizes and wiring terminals shall be suitable for the use of copper power and control conductors.

12. Provide UL Class RK-1 time-delay, current limiting fuses for all combination starters. Fuses shall be selected based on the fuse manufacturer's motor sizing tables and shall be coordinated with the upstream fuse or circuit breaker.

D. Manual Controllers

1. Manual controllers shall be one or two pole manual switches with thermal overloads in each pole. Overloads shall be melting alloy type. All starters shall be provided with thermal overload protection in all phase legs. Starters for 3-phase motors shall be equipped solid-state electronic overload units, which shall also provide single phase protection. Single phase manual starters shall be equipped with melting alloy overload relays.

2. Controllers shall be provided with an integral pilot light, which shall be illuminated when the switch is ON.

3. Each controller shall be mounted in NEMA rated enclosure. Enclosures shall be as follows:

   a. Exterior and steam rooms: NEMA 4X stainless steel.

   b. Interior, dry locations: NEMA 1.

4. Each controller shall be equipped with a switch guard/lock-off handle.

2.4 REMOTE DEVICES

A. Remote control stations shall be oil-tight, NEMA type 13, and shall be the same manufacturer as those provided integral to starters. The controls shall be housed in a heavy-duty control station enclosure. Remote control stations shall include rotary selector switches or momentary pushbuttons as required

B. Remote pilot light shall be LED type. Color shall match the color required for the starter mounted pilot light.

C. Wiring shall be connected so as to prevent unintentional starting by the grounding of any wire or wires outside of the starter enclosure.

2.5 FACTORY FURNISHED CONTROL PANELS

A. The packaged control panel furnished with duplex pumps and compressors shall be provided with a circuit breaker and a magnetic starter with solid-state electronic overloads for each motor. The incoming line lugs shall be arranged to accept a separate branch circuit to each circuit breaker. A control power transformer shall be provided and served via a transfer relay with power taken from the load side of each incoming line circuit breaker. If the two (2) electric services are from different power sources, one being an emergency generator, a UL-listed transfer switch shall be provided in lieu of the transfer relay.

PART 3 - EXECUTION

3.1 GENERAL

A. Motors and controls installed, not in strict compliance with the above, shall be replaced at no cost to the City of New York.

3.2 ELECTRICAL WIRING

A. Provide all necessary wiring diagrams indicating wire size and connections as required for the proper operation of the equipment.

B. Contractor shall be responsible for replacing all fuses in the electrical systems during construction which blow due to tests or malfunction of his motorized or non-motorized electrical equipment.

3.3 INSTALLATION

A. Assembly:

1. Assemble shipping sections and set motor control centers in place level, plumb and in alignment; with channel sills level over their full length on surface of housekeeping pads.

2. Make required mechanical and electrical connections including those indicated on approved shop drawings.

3. Anchor motor control centers in accordance with Seismic requirements.

4. Touch-up paint all marred factory finishes.

B. Motor Overloads:

1. Provide in accordance with motor nameplate current, service factor and ambient temperature.

2. Verify actual running load of motors with a clamp-on ammeter after motors are started and all systems are balanced. Adjust solid-state overload units to in accordance with the manufacturer's instructions. Where overloading occurs, consult Commissioner for direction on remedial work to eliminate the overload.

C. Tighten and torque electrical connections in accordance with manufacturer's instruction and UL 486.

3.4 TESTING

A. Coordinate testing of starter with testing of the motor and the system associated with the motor.

3.5 VFD INSTALLATION

A. Installation shall be the responsibility of the contractor. The contractor shall install the drive in accordance with the recommendations of the VFD manufacturer as outlined in the VFD installation manual.

B. Power wiring shall be completed by the Contractor. The contractor shall provide and complete all wiring requirements in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual to the Contractor.

END OF SECTION 23 05 14

SECTION 23 05 23

GENERAL-DUTY VALVES FOR HVAC PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gate valves.
2. Globe valves.
3. Ball valves.
4. Plug valves.
5. Butterfly valves.
6. Check valves.

B. Related Sections:

1. Section 23 05 03 - Pipes and Tubes for HVAC Piping and Equipment: Product and installation requirements for piping materials applying to various system types.
2. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product and installation requirements for pipe hangers and supports.
3. Section 23 07 00 - HVAC Insulation: Product and installation requirements for insulation for valves.
4. Section 23 22 13 - Steam and Condensate Heating Piping: Product and installation requirements for piping used in steam and steam condensate piping systems.
5. Section 23 22 16 - Steam and Condensate Piping Specialties: Product and installation requirements for piping specialties used in steam and steam condensate, piping systems.
6. Section 23 23 00 - Refrigerant Piping: Product and installation requirements for valves and piping specialties used in refrigeration systems.

1.2 REFERENCES

A. ASTM International:

1. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service.

B. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 68 - High Performance Butterfly Valves.
2. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
3. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
4. MSS SP 78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

C. Underwriters Laboratories Inc.:

1. UL 842 - Valves for Flammable Fluids.

D. Code Compliance:

1. Furnish materials in accordance with NYCBC and NYCMC.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit manufacturers catalog information with valve data and ratings for each service.

C. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Project Record Documents: Record actual locations of valves.

C. Operation and Maintenance Data: Submit installation instructions, spare parts lists, exploded assembly views.

D. Valve charts and tags.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NYCBC.

B. All valves shall have a rating exceeding system operating pressure at system temperature and not less than a minimum working pressure of 125 psig.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three (3) years documented experience trained by manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. General Conditions.

B. Convene minimum one (1) week prior to commencing work of this section.

1.8 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

C. Provide temporary protective coating on cast iron and steel valves.

1.9 ENVIRONMENTAL REQUIREMENTS

A. General Conditions.

B. Do not install valves underground when bedding is wet or frozen.

1.10 EXTRA MATERIALS

A. General Conditions.

B. Furnish two packing kits for each size valve.

PART 2 - PRODUCTS

2.1 GATE VALVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Crane Valve, North America.
2. Milwaukee Valve Company.
3. NIBCO, Inc.
4. Stockham Valves & Fittings.
5. Or approved equal.

B. 2 inches (50 mm) and Smaller: MSS SP 80, Class 125, bronze body, bronze trim, threaded bonnet, non-rising stem, hand-wheel, inside screw with back-seating stem, solid wedge disc, alloy seat rings, threaded ends.

C. 2-1/2 inches (65 mm) and Larger: MSS SP 70, Class 125, cast iron body, bronze trim, bolted bonnet, rising stem, hand-wheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends. Furnish chain-wheel operators for valves 6 inches (150 mm) and larger mounted over 8 feet (2400 mm) above floor.

2.2 GLOBE VALVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Crane Valve, North America.
2. Milwaukee Valve Company.
3. NIBCO, Inc.
4. Stockham Valves & Fittings.
5. Or approved equal.

B. 2 inches (50 mm) and Smaller: MSS SP 80, Class 125, bronze body, bronze trim, threaded bonnet, hand wheel, teflon composition disc, threaded ends.

C. 2-1/2 inches (65 mm) and Larger: MSS SP 85, Class 125, cast iron body, bronze trim, hand wheel, outside screw and yoke, flanged ends. Furnish chain-wheel operators for valves 6 inches (150 mm) and larger mounted over 8 feet (2400 mm) above floor.

2.3 BALL VALVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Crane Valve, North America.
2. Milwaukee Valve Company.
3. NIBCO, Inc.
4. Stockham Valves & Fittings.
5. Or approved equal.

B. 2 inches (50 mm) and Smaller: MSS SP 110, 400 psi (2760 kPa) WOG, one piece bronze body, chrome plated brass ball, full port, teflon seats, blow-out proof stem, solder or threaded ends, lever handle with balancing stops.

C. 1/4 inch (6 mm) to 1 inch (25 mm) for fuel oil: MSS SP 110, Class 125, two-piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, full port.

D. 1-1/4 inch (32 mm) to 3 inch (76 mm) for fuel oil: MSS SP 110, Class 125, two piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, conventional port.

2.4 PLUG VALVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. DeZURIK, Unit of SPX Corp.
2. Flow Control Equipment, Inc.
3. Homestead Valve.
4. Or approved equal.

B. 2 inches (50 mm) and Smaller: MSS SP 78, Class 150, semi-steel construction, rectangular port, full pipe area, pressure lubricated, teflon packing, threaded ends. Furnish one plug valve wrench for every ten plug-valves with minimum of one wrench.

C. 2-1/2 inches (65 mm) and Larger: MSS SP 78, Class 150, semi-steel construction, rectangular port, full pipe area, pressure lubricated, teflon packing, flanged ends. Furnish worm gear-operated.

2.5 BUTTERFLY VALVES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Crane Valve, North America.
2. Fisher.
3. Jamesbury.
4. Or approved equal.

B. 2-1/2 inches (65 mm) and Larger: MSS SP 68, Class 150.

1. Body: Carbon steel ASTM A105, lug ends, stainless steel stem, extended neck.
2. Disc: 316L stainless steel.
3. Seat: Resilient replaceable PTFE.
4. Handle and Operator: Infinite position lever handle with memory stop for 2-1/2" to 6". Furnish gear operators for valves 8 inches (200 mm) and larger, and chain-wheel operators for valves mounted over 8 feet (2400 mm) above floor.

C. Valves shall be high performance bubble-tight, dead-end service and bi-directional type.

2.6 CHECK VALVES

A. General Requirements:

1. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:
   a. Crane Valve, North America.
   b. Milwaukee
   c. Jamesbury.
   d. Stockham Valves & Fittings.
   e. Or approved equal.

B. Horizontal Swing Check Valve:

1. 2 inches (50 mm) and Smaller: MSS SP 80, Class 150, bronze body and cap, bronze seat, Buna-N disc, solder or threaded ends.

2. 2-1/2 inches (65 mm) and Larger: MSS SP 71, Class 125, cast iron body, bolted cap, bronze or cast iron disc, renewable disc seal and seat, flanged ends.

3. 2 inches (50 mm) and Smaller: MSS SP 80, Class 200, bronze body and cap, Y-pattern, bronze regrinding disc, solder or threaded ends.

4. 2-1/2 inches (65 mm) and Larger: MSS SP 71, Class 250, cast iron body, bolted cap, bronze or cast iron disc, flanged ends.

5. Provide valves capable of being refitted while the valve remains in the line.

C. Wafer Check Valves :

1. Class 250, cast-iron body; with replaceable bronze seat, and non-slam design lapped and balanced twin bronze flappers and stainless steel trim and torsion spring.

2. Provide valves designed to open and close at approximately one foot differential pressure.

D. Lift Check Valves, 2 inches and Smaller:

1. Class 125; cast-bronze body and cap conforming to ASTM B 62; horizontal or angle pattern, lift-type valve, with stainless steel spring, bronze disc holder with renewable "Teflon" disc, and threaded ends.

2. Provide valves capable of being refitted and ground while the valve remains in the line.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

B. Verify piping system is ready for valve installation.

C. Examine valve interior through the end ports for cleanliness, freedom from foreign matter and corrosion. Remove special packing materials, such as blocks used to prevent disc movement during shipping and handling.

D. Actuate valve through an open-close and close-open cycle. Examine functionally significant features such as guides and seats made accessible by such actuation. Following examination, return the valve closure member to the shipping position.

E. Examine threads on both valve and the mating pipe for form (i.e., out-of-round or local indentation) and cleanliness.

F. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length and material. Check gasket material for proper size, material composition suitable for service and freedom from defects and damage.

G. Prior to valve installation, examine the piping for cleanliness, freedom from foreign materials and proper alignment.

H. Replace defective valves with new valves.

I. All steam pipe joints and fittings shall be inspected for welding defects by an approved Testing and Inspection Agency retained by the Contractor, per NYC Building Code.

J. Report and inspection data shall be submitted after completion of work and/or remediation of defective welding that have been discovered during inspection and X-Ray testing procedures.

K. Radiographic testing in high and medium pressure steam (piping systems) shall be performed per NYCMC and Con Edison regulations.

L. Any weld deemed defective, in the opinion of the certified welding inspection and testing agency, shall be ground out for the full depth and re-welded to the testing agency's satisfaction, at no cost to the City of New York.

3.2 INSTALLATION

A. Install valves with stems upright or horizontal, not inverted.

B. Install brass male adapters at both ends of the valves in copper piping system.

C. Install 3/4 inch (20 mm) ball valves with cap for drains at main shut-off valves, low points of piping, bases of vertical risers, and at equipment.

D. Install valves with clearance for installation of insulation and allowing access.

E. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Division 08.

F. Valves shall be installed so they shall be readily accessible. For operation of valves not accessible for direct operation, furnish and install chain wheel, guide and sufficient length of chain to operate from floor level. Provide hooks for fastening chains out of the way.

No valve shall be installed with the handle pointing downward. If, in the opinion of the Commissioner, valves have been installed so as to create a hazardous and unsafe condition, Contractor shall make corrections as directed, without additional charge.

G. Valves in Mechanical or Fan Rooms more than 8'-0" above the floor shall be chain operated, with either double end chain wrenches or chain wheels.

H. Valves 8" and larger shall be provided with a 1" bypass valve of same pressure rating.

I. Systems shall be supplied with valves in all branch mains, risers, drains, at all pumps, equipment, cooling coils, at all automatic valves and at all apparatus using steam or chilled water so located and arranged to give complete isolation and regulating control of the water.

J. The entire system shall be supplied with valves so located, arranged and operated as to give a complete regulating control to all fixtures and apparatus. Shut-off valves shall be provided on all risers, branch lines, branch lines from mains, mains and at each piece of equipment or fixture. Every section of branch supply and return piping and all risers of all services shall be controlled by a valve at the main. Every item of equipment shall be independently isolated by means of valves.

K. Valves, except as noted, shall be properly supported, independent of the piping.

L. Valves in copper tubing shall have soldered or brazed ends.

M. Valves, where exposed and used in connection with finished piping, shall be same finish as the pipe.

N. Valve manufacturer's representative shall instruct building operating personnel in proper maintenance of plug valves. Furnish equipment and lubricant for one (1) year service.

O. Furnish and connect to all valves, brass tags, polished or lacquered with stamp lettering or numbers filled in with black paint. Also furnish a schedule of all valve tags, framed in a polished hardwood frame and covered with plate glass.

3.3 VALVE APPLICATIONS

A. Valves 2-1/2" size and smaller used for water shutoff shall be ball valve type.

B. Valves 3" size and larger used for hot or cold water shutoff shall be high performance butterfly valve.

C. Valves 2-1/2" size and smaller used for hydronic bypass or for flow control shall be ball valve type. All by pass or flow control valves in steam piping shall be of the globe type.

D. Valves 3" size and larger used for controlling water flow at pumps and at equipment, and for bypass control shall be lubricated plug type.

E. Check valves used for water piping, 2" and smaller, shall be all bronze swing check valves with finished bronze trimmings and brazed or threaded ends.

F. Check valves used for water piping, 2-1/2" and larger, shall be cast iron body, bronze trimmings, swing check valves with flanged ends.

G. Check valves at discharge of water pumps shall be horizontal or vertical "silent" swing type, 200 psig design.

H. Gate valves shall be of the solid wedge type and shall be provided with gland and packing boxes, and have top seat for packing under pressure when wide open.

I. Valves for steam shut-off shall be gate type. Valves for steam throttling, control shall be globe type.

END OF SECTION 23 05 23

SECTION 23 05 29

HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports.
2. Hanger rods.
3. Inserts.
4. Sleeves.
5. Firestopping relating to HVAC work.
6. Firestopping accessories.
7. Equipment bases and supports.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B31.5 - Refrigeration Piping.

B. ASTM International:

1. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
2. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
3. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

C. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEMS DESCRIPTION

A. Firestopping Materials: To achieve fire ratings of adjacent construction in accordance with UL Design Numbers.

B. Firestop interruptions to fire rated assemblies, materials and components.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to applicable code.

1.6 SUBMITTALS

A. Product Data:

1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

B. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Carpenter & Paterson Inc.

2. Flex-Weld, Inc.

3. Michigan Hanger Co.

4. Or approved equal.

B. Steam and Steam Condensate Piping:

1. Conform to ASME B31.1.
2. Hangers for Pipe Sizes ½ to 1-12/ inch carbon steel, adjustable swivel, split ring.
3. Hangers for Pipes Sizes 2 to 4 inches, carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers for Pipe Sizes 4 inches and smaller: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
6. Vertical Support: Steel riser clamp.
7. Copper Pipe Support: Copper-plated carbon-steel ring.

C. Refrigerant Piping:

1. Conform to ASME B31.5.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
6. Vertical Support: Steel riser clamp.
7. Copper Pipe Support: Carbon-steel ring with plastic dielectric break.

2.2 ROOFTOP SUPPORT FOR PIPE AND DUCTS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Thycurb
2. Rooftop Support Systems – Eberl Iron Works
3. Or approved equal.

B. Base support – galvanized steel bases suitable for bolting to roof slab. Each support shall be capable of carrying 1,500 lb load.

C. Vertical supports shall be galvanized steel channel, and shall be capable of vertical horizontal support height adjustments.

D. Pipe clamps: cushioned split-ring type, compatible with horizontal steel support.

2.3 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.4 EQUIPMENT CURBS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. AES Industries.
2. R & S Manufacturing and Sales Company, Inc.
3. Roof Products, Inc.
4. Thybar Corporation.
5. Or approved equal.

2.5 FIRESTOPPING

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Dow Corning Corp.
2. 3M Fire Protection Products
3. Or approved equal.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
2. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.

PART 3 - EXECUTION

3.1 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1.

B. Support horizontal piping as scheduled.

C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.

D. Place hangers within 12 inches of each horizontal elbow.

E. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.

F. Support riser piping independently of connected horizontal piping.

G. Design hangers for pipe movement without disengagement of supported pipe.

H. Provide clearance in hangers and from structure and other equipment for installation of insulation.

3.2 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

B. Construct supports of steel members. Brace and fasten with flanges bolted to structure.

C. Provide rigid anchors for pipes after vibration isolation components are installed.

D. Bolt rooftop supports directly to roof slab, and flash and waterproof any disturbed roofing.

E. Coordinate heights of roof duct and piping supports with equipment serviced.

3.3 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, and other items, requiring firestopping.

B. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating.

3.4 SCHEDULES

A. Copper and Steel Pipe Hanger Spacing:

PIPE SIZE Inches	COPPER TUBING MAXIMUM HANGER SPACING Feet	STEEL PIPE MAXIMUM HANGER SPACING Feet	COPPER TUBING HANGER ROD DIAMETER Inches	STEEL PIPE HANGER ROD DIAMETER Inches
1/2	5	7	3/8	3/8
3/4	5	7	3/8	3/8
1	6	7	3/8	3/8
1-1/4	7	7	3/8	3/8
1-1/2	8	9	3/8	3/8
2	8	10	3/8	3/8

END OF SECTION 23 05 29

SECTION 23 05 48

NOISE AND VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vibration isolators.
2. Cross-talk silencers.
3. Acoustic housings.
4. Ductwork lagging.
5. Acoustical louvers.

B. Related Sections:

1. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment
2. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC
3. Section 23 33 00 - Air Duct Accessories
4. Section 23 05 49 - Seismic Provisions and Seismic Bracing

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

1. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.

B. American National Standards Institute:

1. ANSI S1.4 - Sound Level Meters.
2. ANSI S1.8 - Reference Quantities for Acoustical Levels.
3. ANSI S1.13 - Methods for the Measurement of Sound Pressure Levels in Air.
4. ANSI S12.36 - Survey Methods for the Determination of Sound Power Levels of Noise Sources.

C. Air-Conditioning and Refrigeration Institute:

1. ARI 575 - Method of Measuring Machinery Sound within Equipment Space.

D. American Society of Heating, Refrigerating and:

1. ASHRAE 68 - Laboratory Method of Testing In-Duct Sound Power Measurement Procedure for Fans.

2. ASHRAE Handbook - HVAC Applications.

E. ASTM International:

1. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

2. ASTM E477 - Standard Test Method for Measuring Acoustical and Airflow Performance of Duct Liner Materials and Prefabricated Silencers.

3. ASTM E596 - Standard Test Method for Laboratory Measurement of the Noise Reduction of Sound-Isolating Enclosures.

F. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 PERFORMANCE REQUIREMENTS

A. Provide vibration isolation on motor driven equipment over 0.5 hp, which is connected piping and ductwork.

B. Provide minimum static deflection of isolators for equipment as follows:

1. Upper Floors

a. Under 400 rpm: 4 inches

b. 400 - 600 rpm: 4 inches

c. 600 - 800 rpm: 3.5 inch

d. 800 - 900 rpm: 2 inch

e. 1100 - 1500 rpm: 1 inch

f. Over 1500 rpm: 0.5 inch

C. All rotating equipment on roof, including cooling towers and condensing units.

1. Minimum 85% efficiency at operating rpm.

2. Maximum 4 inches static deflection.

D. Consider upper floor locations critical unless otherwise indicated.

E. Maintain sound level of spaces at levels not to exceed those listed below by utilizing acoustical devices.

F. Contractor shall provide sound analysis report for all roof-mounted equipment to comply with the City code regarding the noise levels transmitted to the adjacent buildings.

1.4 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Locate vibration isolators, with static and dynamic load on each. Indicate assembly, materials, thickness, dimensional data, pressure losses, acoustical performance, layout, and connection details for sound attenuation products fabricated for this project.

C. Product Data: Submit schedule of vibration isolator type with location and load on each. Submit catalog information indicating, materials, dimensional data, pressure losses, and acoustical performance for standard sound attenuation products.

D. Design Data: Submit calculations indicating maximum room sound levels are not exceeded.

E. Manufacturer's Installation Instructions: Submit special procedures and setting dimensions. Indicate installation requirements maintaining integrity of sound isolation.

F. Manufacturer's Certificate: Certify isolators meet or exceed specified requirements.

G. Submit shop drawings for the items listed below. The shop drawings must be complete when submitted and must be presented in a clear, easily understood form. Incomplete or unclear presentation of shop drawings may be reason for rejection.

1. A complete description of products to be supplied, including product data, dimensions, specifications and installation instructions.

2. Detailed selection data for each vibration isolator supporting equipment, including:

   a. The equipment identification mark

   b. The isolator type

   c. The actual load

   d. The static deflection expected under the actual load

   e. The specified minimum static deflection

3. Steel rails, showing all steel work, reinforcing, vibration isolator mounting attachment method and location of equipment attachment bolts.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of acoustic housings and ductwork lagging. Record actual locations of hangers including attachment points.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with AMCA 300, ANSI S1.13, ARI 575, ANSI S12.36 standards and recommendations of ASHRAE 68.

B. All vibration isolation systems including mountings, and hangers, shall be furnished by the same manufacturer.

C. The vibration isolation systems shall be designed to achieve an 80% to 95% isolation at the lowest rotational speed of the equipment regardless of the condition of the mounting floor.

D. The flexible isolators shall be properly adjusted and installed in accordance with the weight distribution of the equipment to provide a stable mounting decoupled system. Each flexible isolator shall be designed and installed so that the equipment support base remains level during deflection. The natural frequency for each support point, based upon the load per isolator and its stiffness, shall not differ by more than plus or minus 10%.

E. The isolation system shall not cause the equipment to generate any mechanical problem, mechanical failure or misalignment of the couplings and bearings.

F. Furnish information as may be required to verify that all vibration control equipment will meet static deflections and percentage of isolation reduction specified for various uses.

1. Should operation of any system cause noise or vibration which is, in the opinion of the Engineer, "objectionable," Contractor shall, at his own expense, make such changes in piping, equipment, etc., as may be necessary to eliminate the objectionable noise or vibration.

2. Should the installation of any equipment or piping transmit the noise to any portion of the structure which is, in the opinion of the Engineer, "objectionable," Contractor shall, at his own expense, install such isolation and make such changes or additions as may be necessary to prevent the transmission of the noise or vibration.

G. Particular attention is directed to the problem of preventing noise and vibration transmission from Mechanical Equipment Rooms and Fan Rooms to adjacent areas. It is of paramount importance that no noise or vibration emanating from equipment in these rooms be perceptible in adjacent areas. Contractor shall incorporate in his installation all devices and accessories to accomplish this result. Such devices shall include vibration eliminator bases and sound absorber pads, muffler at air compressor air intakes,

acoustical lining or sound traps at fresh air intake louvers, and other sound insulation, all as may be required.

H. All electrical connections, drain connections, piping connections, etc., made to equipment which rests on vibration isolators shall be sufficiently flexible to permit the equipment to be properly installed.

I. Where supplementary steel is required to support piping or equipment, this steel shall be designed to provide a maximum deflection of 0.08 inches at the midspan under the supported load. Piping shall be rigidly supported from the supplementary steel and the supplementary steel isolated from the building structure by means of isolators.

J. Acoustical Performance Specifications: It is the intent that noise levels due to air conditioning and/or ventilating equipment, ducts, grilles, registers, diffusers and air system pressure reducing devices will permit attaining sound pressure levels in occupied spaces conforming to the following NC curves as explained in the latest issue of the ASHRAE Guide and Data Book.

K. Design isolators for equipment installed outdoors to provide adequate restraint to withstand the force of a 110 mph wind applied to any exposed surface of the isolated equipment. Isolators for outdoor equipment shall have bolt holes for attachment to equipment and to supports. The vibration isolation Vendor shall submit verifying shear and over turning calculations, for their product and equipment installation arrangement, stamped by a licensed Professional. The provision of miscellaneous support steel above and below isolators will be the responsibility of the contractor designed by the vibration isolation manufacturer.

L. Static deflection of isolators shall be as provided as noted below. All static deflections stated are the minimum acceptable deflection for the mounts under actual load. Isolators selected solely on the basis of rated deflections are not acceptable and will be disapproved.

M. Vibration Criteria:

1. Mechanical and electrical equipment operated by motors over one horsepower and unless otherwise noted, and associated piping and ductwork, shall be isolated from the structure by means of resilient vibration and noise isolators supplied by a single manufacturer to the HVAC Contractor. The isolator manufacturer shall include the complete design for the supplementary basis; a tabulation of the design data on the isolators including outside diameter; free, operating and solid heights of the springs; free and operating heights of the neoprene or fiberglass isolators; and isolation efficiency based on the lowest operating speed of the equipment supported.

2. All rotating equipment shall be balanced both statically and dynamically. The equipment supporting structure shall not have any natural frequencies within ±20% of the operating speeds. The equipment, while operating, shall not exceed

a self-excited vibration velocity of 0.10 inches per second when measured with a vibration meter on the bearing caps of the machine in the vertical, horizontal and axial directions, or at the equipment mounting feet if the bearings are concealed.

3. Vibration testing shall be in accordance with procedure established by "Testing Vibration Isolation Systems", ASHRAE HVAC Systems and Applications – latest issue.

4. When it is determined by the Commissioner that any equipment vibration exceeds the specified level, the Contractor, in consultation with their own consultant shall, at no cost to the City of New York or Engineer, determine the source of the vibration and make the necessary corrections or replacement to reduce it to the acceptable level.

N. Sound Pressure Levels:

1. The sound pressure levels around mechanical and electrical equipment (boilers, fans, pumps, pressure reducing valves, motors, turbines, elevators, transformers, etc.) in equipment spaces shall not exceed 85 dbA at any point, 3 feet from equipment, with all equipment in the room operating. The sound criteria applies to the complete operating range of each piece of equipment.

2. The maximum interior background sound pressure levels for the various usage areas within the building shall be indicated on Table 1. Each area, so designated, shall be tested and reported for noise level with all equipment operating and space unoccupied.

TABLE 1	
RECOMMENDED BACKGROUND SOUND LEVELS	
All spaces	NC 35
Except below:	
Video-conference/distance learning	NC-25
Conference Rooms, seminar rooms, classrooms for more than 20 people	NC-30
Lobbies, Bathrooms, Corridors, Spaces within 10 feet of duct penetration through floor and walls of fan rooms or shafts	NC-40

3. Equipment installed outside the building, at grade, in areaways, attached to walls, and on the roof, such as cooling tower fans, air conditioning units, refrigerant condensers, fans, exhaust silencers, air intakes, etc. shall comply with all local, city, state and federal sound level regulations.

4. When equipment or space sound pressure levels exceed the specified criteria, the Contractor, in consultation with their own consultant shall, at no cost to the City of New York or Engineer, determine the source of the noise and make the necessary corrections to reduce it to the acceptable levels.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed HVAC installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

C. Design application of duct silencers, acoustic housings, seismic snubbers under direct supervision of Licensed Professional Engineer experienced in design of this Work and licensed n State of New York.

1.8 PRE-INSTALLATION MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 MOUNTING OF OVERHEAD STRUCTURE SUPPORTED FACTORY ASSEMBLED AIR HANDLING UNITS, FANS, TUBULAR FANS, AXIAL FANS AND BELTED UTILITY VENT SETS - MOUNTING TYPE V

A. Hung by isolation with retainers containing steel springs and neoprene isolator element. Structural sub-base or unit integral supports if adequate as approved by Commissioner. Isolators shall be as follows:

Type DNHS	-	M.I.I.
Type RSH	-	V.M.C.I.
Type SNRC	-	V.E.C.

B. Diagonal hanger rod isolators shall be provided as required to limit horizontal motion to 1/4" maximum under fan operating conditions.

2.2 MOUNTING OF REFRIGERATION MACHINE - TYPE VII

A. Each machine component (cooler-condenser and drive compressor) shall be resiliently supported on steel spring isolation mountings. The motor-compressor assembly shall be provided with a rigid steel structural base designed to withstand operating forces of the machine. Base shall be furnished as an integral part of the machine by the manufacturer.

B. Spring mountings shall incorporate unrestrained stable springs with built-in leveling device and resilient vertical limit stops to prevent spring elongation when partial load is removed. The mountings shall also be capable of providing rigid anchor during erection of machine so that it can be erected at a fixed elevation.

C. Spring mountings shall provide a minimum of one inch static deflection and shall have two layers of acoustical neoprene base pads separated by 16 gauge sheet metal. Mountings shall be one of the following:

Type SLR	-	M.I.I.
Type ASCM	-	V.M.C.I.
Type OSC	-	V.E.C.

2.3 ROOF-MOUNTED AIR HANDLING UNITS – TYPE X

A. Rooftop air handling units (RTU) will be supported by steel rails fastened to structural steel dunnage.

B. For internal spring isolated units, the rigid connection to dunnage shall be provided.

C. Provide wind bracing as required.

D. All mounting hard wires and wind bracing shall be hot dipped galvanize.

2.4 SUPPORT OF HVAC PIPING

A. General: The following piping shall be resiliently supported.

1. All piping in Mechanical Equipment Rooms.

2. All piping located on the roof.

3. Where shown on drawings.

B. Resilient diagonal mountings or other approved devices shall be provided as required to limit piping motion due to equipment startup or shutdown, to a maximum of 1/8 inch.

C. The steel spring element of the hangers or floor mounting assembly shall provide 1 inch static deflection.

2.5 GRILLES, REGISTERS AND DIFFUSERS

A. The maximum permissible sound power levels in octave bands of grilles, registers and diffusers when operated in an installed condition per plans and specification, shall be as follows:

Maximum Sound Power Level for Terminal Devices Servicing Occupied Spaces
See Acoustical Performance Criteria
Maximum PWL (db) re 10-12 Watts

Octave Bands	NC-35	NC-40
1	62	66
2	56	60
3	50	54
4	46	51
5	43	48
6	42	47
7	41	46
8	42	47

2.6 VARIABLE AIR VOLUME BOXES

A. Discharge Noise:

1. The maximum permissible sound power levels of these units when operated in an installed condition per plans and specifications shall be such that the resulting sound pressure levels in occupied spaces shall conform to noise criteria levels as stated in "Acoustical Performance Criteria" hereinbefore described. Low pressure duct downstream of units shall be acoustically lined but length of lining shall be not less than required to achieve criteria.

B. Radiated Noise:

1. Where located exposed or over occupied spaces, the maximum permissible radiated sound power levels in octave bands when operated in an installed condition per plans and specifications, shall be as follows:

Octave Bands Mid/Freq. (cps)	Maximum PWL (db) re:10-12 Watts		
	NC-35	NC-35	NC-40
125	63	66	70
250	57	61	66
500	56	61	66
1000	54	59	64
2000	53	58	63
4000	51	63	61

Note: Boxes shall be located outside the room has NC-25 or less.

2. The Contractor shall submit to the Commissioner guaranteed discharge and radiated sound power levels in octave bands, and shall substantiate that the equipment operating in an installed condition as per plans and specifications shall conform with those discussed above.

3. Should the Commissioner desire that units be checked for conformance of discharge and radiated noise to the above acoustical performance, the cost of such tests will be paid up by the City of New York provided that the test proves conformance. Otherwise, the cost of such tests and cost of corrective measures shall be borne by the manufacturer.

2.7 ACOUSTICAL PERFORMANCE WITHIN EQUIPMENT SPACES

A. Equipment room noise levels and noise transmission to adjacent buildings shall comply with all State and City Noise Ordinances.

B. Contractor shall be responsible to conduct and bear the cost of any sound tests requested by the Commissioner.

2.8 ACOUSTICAL LINING

A. Duct lining for supply, return and exhaust air systems:

1. Duct lining shall be 1-1/2 lb. per cu. ft. density Owens Corning AEROFLEX, Johns Manville or Knauf. The minimum thickness installed shall be 1" except ducts serving video-conference/distance learning spaces shall have 2" liner. All supply and return ducts on roof shall have 1" liner.

   Duct lining shall meet requirements of NFPA-90A and all materials used shall have a flamespread rating of 25 or less and smoke developed rating of no higher than 50.

2. The leading edge (facing into the air flow) or each non-abutting section such as the first section facing into the fan, or the first section after a sound trap shall have a metal nosing.

3. Application: All portions of duct designated to receive duct liner shall be completely covered with Duct Liner. Transverse joints shall be neatly butted and there shall be no interruptions or gaps. The black coated surface of the Duct Liner shall face the air stream. The Duct Liner shall be adhered to the sheet metal with 100% coverage of adhesive and all exposed leading edges and all transverse joints coated with adhesive. Adhesive shall be Duct Line, ASC-A-7001C-1972. The Duct Liner shall be additionally secured with mechanical fasteners (mechanical fasteners shall conform to Mechanical Fastener Standard FM-1-1971, available from Sheet Metal and Air Conditioning Contractors National Association), which shall compress the Duct Liner sufficiently to hold it firmly in place. Duct Liner shall be cut to assure overlapped and compressed longitudinal corner joints. Fasteners shall start within 3" of the upstream transverse edges of the liner and 3" from the longitudinal joints and shall be spaced at a maximum of 6" o.c. around the perimeter of the duct, except that they may be a maximum of 6" from a corner break. Elsewhere they shall be a maximum of 16" o.c., except that they shall be placed not more than 6" from a longitudinal joint of the liner nor 12" from a corner break.

4. The following ducts shall be acoustically lined:

   a. Ductwork downstream of VAV terminal units or as shown on drawings.

   b. All supply and return air ductwork in mechanical equipment rooms, but not less than 30 ft. from supply fan discharge and 25 ft. from return inlets, in all branches and mains.

   c. Ductwork upstream of exhaust fan, return fan or spill fan a minimum distance of twenty feet, in all branches or mains.

   d. All transfer ducts and jumper ducts.

   e. In addition to above, wherever shown on drawings.

B. Dimensions of lined ducts shown on drawings are the inside dimensions of the duct after the lining has been installed.

C. Duct liner shall meet the requirements of NFPA 90A, 90B and ASTM-C 1071 and installed in accordance with SMACNA.

2.9 SEISMIC RESTRAINTS – Refer to 23 05 49.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify equipment, ductwork and piping is installed before work in this section is started.

3.2 EXISTING WORK

A. Provide access to existing piping and ductwork and other installations remaining active and requiring access.

B. Extend existing piping and ductwork installations using materials and methods compatible with existing electrical installations.

3.3 INSTALLATION

A. Lag ductwork, where indicated by wrapping with insulation and covering. Apply covering to be airtight. Do not attach covering rigidly to ductwork.

B. Install isolation for motor driven equipment.

C. Bases:

1. Set steel bases for 1 inch clearance between housekeeping pad and base.

D. Adjust equipment to be level.

E. Install spring hangers without binding.

F. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.

G. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

H. Provide pairs of horizontal limit springs on fans with more than 6.0 inch static pressure, and on hanger supported, horizontally mounted axial fans.

I. Provide resiliently mounted equipment, piping, and ductwork with seismic snubbers. Provide each inertia base with minimum of four seismic snubbers located close to isolators. Snub equipment designated for post disaster use to 0.05 inch maximum clearance. Provide other snubbers with clearance between 0.15 inch and 0.25 inch.

J. All equipment, piping, etc., shall be mounted on or suspended from approved foundations and supports, all as specified herein, as shown on the drawings, or as required.

K. The vibration isolation systems shall be guaranteed to have minimum one inch deflection or as indicated on the schedule or as specified.

L. Mounting sizes shall be determined by the mounting manufacturer, and the sizes shall be installed in accordance with the manufacturer's instruction.

M. The installed vibration isolation system for each floor or overhead structure supported equipment shall have a maximum lateral motion under equipment startup or shutdown conditions of 1/4". Motions in excess shall be restrained by approved spring type mountings.

N. All mounting systems exposed to weather and other corrosive environments shall be protected with factory applied corrosion resistive materials.

O. Where steel spring isolation systems are described in the specifications, the mounting assemblies shall utilize bare springs with the spring diameter not less than 0.8 of the loaded operating height of the spring. Each spring isolator shall be designed and installed so that the ends of the spring remain parallel during and after the spring has reached specified minimum deflection. Springs shall have a reserve deflection of 50% of rated deflection before reaching solid.

P. Vibration isolation equipment submittal drawings shall include the following information:

1. Isolation mounting deflections.

2. Spring diameters, compressed spring heights at rated load; solid spring heights, where steel spring isolation mountings are used.

3. Equipment operating speed.

Q. Unless noted otherwise, spring isolators for fans shall have minimum static deflection, when operating at their lowest speed, in accordance with the following table:

FAN RPM	Minimum Static Deflection, Inches
900 or higher	1"
600 to 850	2"
400 to 600	3"

R. All neoprene isolators shall have a minimum static deflection of 3/8 inch unless otherwise shown.

3.4 FIELD QUALITY CONTROL

A. Inspect isolated equipment after installation and submit report. Include static deflections.

B. After start-up, final corrections and balancing of systems take octave band sound measurements over full audio frequency range in areas adjacent to mechanical equipment rooms, duct and pipe shafts, and other critical locations. Provide one-third octave band measurements of artificial sound sources in areas indicated as having critical requirements. Submit complete report of test results including sound curves.

C. Furnish services of testing agency to take noise measurement. Use meters meeting requirements of ANSI S1.4.

END OF SECTION 23 05 48

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SECTION 23 05 49

SEISMIC PROVISIONS AND SEISMIC RESTRAINTS

PART 1 - GENERAL

1.1 SUMMARY

A. All work shall be subject to the General Conditions and shall comply with applicable requirements of the Contract.

B. Requirements of Section 23 05 00 shall also govern work specified herein, together with all applicable paragraphs of Mechanical sections.

1.2 DESCRIPTION OF WORK

A. It is the intent of this specification to provide the basis of seismic design for all mechanical and electrical system within the building. Provide seismic restraints, complete, as specified per Contract Documents, and as required per applicable codes.

1.3 GENERAL

A. Seismic isolation in this Section applies to life safety systems. All piping, equipment, conduit and ductwork related to fuel oil system shall be seismically restrained in accordance with the requirements of the NYCBC.

B. The work of this section includes, but is not limited to the following:

1. Purchased and/or fabricated equipment must be designed to safely accept external forces in accordance with NYCBC in any direction for all rigidly and resiliently supported equipment, piping and ductwork without failure and permanent displacement of the equipment. Substitution of "Internally Isolated" mechanical equipment in lieu of the specified isolation must be approved for individual equipment units and is acceptable only if above accelerations are certified in writing by equipment manufacturer and stamped by a licensed civil or structural engineer.

2. Seismic restraint calculations shall be submitted for all piping, ductwork and equipment related to life safety systems. Calculations for factory fabricated internally isolated equipment shall be submitted. These calculations shall be prepared, signed and sealed by a licensed professional engineer in the State of New York and submitted to the project structure engineer for approval.

1.4 SUBMITTALS

A. The submittal material shall include descriptive data for all products and materials including but not limited to, the following:

1. Descriptive Data:

   a. Catalog cuts and data sheets on specific vibration isolators and restraints to be utilized showing compliance with the specifications.

   b. Testing reports.

B. Shop Drawings:

1. Drawings showing methods of suspension, support guides for piping, ductwork and equipment.

2. Concrete and steel details for bases including anchor bolt sizes and locations.

3. Number and location of seismic restraints and anchors for each piece of equipment.

4. Specific details of restraints including anchor bolts for mounting and maximum loading at each location, for each piece of equipment piping and ductwork.

5. Seismic restraint calculations stamped by a Licensed Professional Engineer verifying design and calculations for seismic restraining system used.

1.5 REFERENCE STANDARDS

A. New York City Building Code (NYCBC)

B. ANSI/SMACNA Seismic Restraint Manual.

Where conflicts exist between the two reference standards, the requirements of the more stringent standard shall apply.

1.6 MANUFACTURER RESPONSIBILITIES

A. Manufacturer of vibration isolation and seismic control equipment shall have the following responsibilities.

1. Determine vibration isolation and seismic restraint sizes and locations.

2. Guarantee specified isolation system deflection.

3. Provide installation instructions, drawings and field supervision to assure proper installation and performance.

PART 2 - PRODUCTS

2.1 GENERAL

A. Seismic restraints shall maintain equipment and ductwork and piping in a captive position. Seismic restraints shall not short circuit vibration isolation systems or transmit

objectionable vibration or noise and shall be provided on all equipment as noted in Division 23 Specifications.

B. Details of support methods for typical conditions are described herein. Actual method(s) of restraint for all equipment shall be submitted by the manufacturer of each piece of equipment accompanied by a letter indicating compliance with the criteria established. The Contractor shall provide restraints as indicated on approved Shop Drawings.

2.2 REQUIRED APPLICATIONS

A. All equipment which is bolted directly to concrete housekeeping pads.

B. All floor mounted equipment mounted on vibration isolators.

C. All piping, conduit, ductwork and equipment supported from overhead or vertically.

D. Wall hung equipment.

E. All floor-mounted pipes and ducts are not secured to seismic floor stands.

2.3 TYPES OF RESTRAINTS

A. Seismic Restraint, Type I:

1. Each corner or side seismic restraint shall incorporate minimum 5/8" thick pad limit stops. Restraints shall be made of plate, structural members or square metal tubing in a welded assembly, incorporating resilient pads. Angle bumpers are not acceptable. System to be field bolted to structure to resist seismic forces in accordance with the NYCBC.

2. Seismic spring mountings as described above are an acceptable alternative providing all seismic loading requirements are met.

3. Mason Industries Type Z-1011, Type Z-1225, or approved equal.

B. Seismic Restraint, Type II:

1. Metal cable type with approved end fastening devices to equipment and structure. System to be field bolted to structure or overhead structural members or structure with aircraft cable.

C. Spring Seismic Restraint, Type III:

1. Shall comply with general characteristics of spring isolators. Shall incorporate snubbing restraint in all directions. Shall be capable of supporting equipment at a fixed elevation during equipment erection. Cast or aluminum housings are not acceptable. System to be field bolted to deck to resist seismic forces in accordance with the Building Code.

a. Mason Type SSLFH, or as approved equal.

b. VMCI Type SAWR

c. VEC Type BXL

D. Bolted Seismic Restraint, Type IV:

1. Non-isolated equipment shall be field bolted (powder shots not acceptable) to resist seismic forces unless under 100 pound shear force required.

PART 3 - EXECUTION

3.1 UTILIZATION

A. Equipment, ductwork, conduit and piping supported from overhead:

1. Utilize Seismic Restraint Type II restraining system.

2. For overhead supported equipment, overstress of the building structure must not occur.

3. All structurally suspended overhead equipment, isolated or un-isolated, shall be four-point independently braced with Type II seismic restraining system.

4. Install seismic restraining system Type II: taut for overhead suspended un-isolated equipment, piping or ductwork, and slack with 1/2" cable deflection for isolated system.

B. Equipment mounted on vibration isolators:

1. Equipment mounted on springs shall utilize Seismic Restraint Type III (spring mounts) and do not require additional seismic restraints providing that the spring mountings:

a. Comply with general characteristics of spring isolators.

b. Have vertical limit stops and are capable of supporting equipment at fixed elevation during equipment erection.

c. Incorporate seismic snubbing restraint in all directions at specified acceleration loading.

2. Where equipment weight or characteristics exceed capacity of seismic spring mounts, equipment shall be mounted on standard spring isolators, Mason Industries Type SLR or approved equal and provided with Seismic Restraint Type I restraints.

C. Wall mounted equipment, piping and ductwork:

1. Provide and install insert anchors for concrete walls and through bolts with plates for concrete masonry unit and framed walls in accordance with approved submittals.

2. Anchor cabinets and boxes to wall with anchors or bolts. In framed walls, framing shall be constructed to accept horizontal forces from dynamic load under horizontal forces from applicable NYCBC.

END OF SECTION 23 05 49

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SECTION 23 05 53

IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nameplates.
2. Tags.
3. Pipe markers.
4. Ceiling tacks.
5. Labels.
6. Lockout devices.

B. Related Sections:

1. Division 09 91 23 - Interior Painting.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME A13.1 - Scheme for the Identification of Piping Systems.
2. Color code, if any.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit manufacturers catalog literature for each product required.

C. Shop Drawings: Submit list of wording, symbols, letter size, and color coding for mechanical identification and valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.

D. Samples: Submit two tags, labels and pipe markers used on project.

E. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.5 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories, and owner's color code.

B. Maintain one (1) copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed HVAC installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Craftmark Identification Systems.
2. Safety Sign Co.
3. Seton Identification Products
4. Or approved equal.

B. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color: 2" x 1" x 1/8" thick with 1/4" high characters.

2.2 TAGS

A. Metal Tags:

1. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

a. Craftmark Identification Systems.

b. Brady

c. Seton Identification Products

d. Or approved equal.

2. Brass with stamped letters; tag size minimum 2 inches diameter with finished edges.

B. Information Tags:

1. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

a. Craftmark Identification Systems.

b. Brady

c. Seton Identification Products

d. Or approved equal.

2. Clear plastic with printed "Danger," "Caution," or "Warning" and message; size 3-1/4 x 5-5/8 inches with grommet and self-locking nylon ties.

C. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.3 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1 and owner's color code.

B. Plastic Pipe Markers:

1. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

a. Craftmark Identification Systems.

b. Brady

c. Seton Identification Products

d. Or approved equal.

2. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.

2.4 LABELS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Craftmark Identification Systems.

2. Brady

3. Seton Identification Products

4. Or approved equal.

B. Description: Aluminum size 1.9 x 0.75 inches, adhesive backed with printed identification.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install identifying devices after completion of coverings and painting.

B. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.

C. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer. For unfinished canvas covering, apply paint primer before applying labels.

D. Install tags using corrosion resistant chain. Number tags consecutively by location.

E. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with nameplates.

F. Identify control panels and major control components outside panels with nameplates.

G. Identify valves in main and branch piping with tags.

H. Identify air terminal units and radiator valves with nameplates.

I. Tag automatic controls, instruments, and relays. Key to control schematic.

J. Identify piping, concealed or exposed, with plastic pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

K. Provide ceiling tacks to locate valves or dampers above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

3.3 SCHEDULES

A. Provide color-coded valve schedule for each system and enclose in Lexan frame. Mount on wall adjacent to EMS Control Panel.

END OF SECTION 23 05 53

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 23 05 93

TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Testing, adjusting, and balancing of air systems.
2. Measurement of final operating condition of HVAC systems.
3. Sound measurement of equipment operating conditions.
4. Vibration measurement of equipment operating conditions.
5. Pressure testing of piping.

1.2 SUBMITTALS

A. TAB Plan indicating proposed procedure for balancing air systems, pressure testing of steam piping and field installed refrigerant piping. Submit within 30 days of contract award.

B. Prior to commencing Work, submit proof of latest calibration date of each instrument.

C. Draft Test Report: Required.

D. Final Test Report: Required.

1.3 QUALIFICATIONS

A. Perform Work under supervision of AABC Certified Test and Balance Engineer or NEBB Certified Testing, Balancing and Adjusting Supervisor.

PART 2 – PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify systems are complete and operable before commencing work.

B. Verify the following:

1. Systems are started and operating in safe and normal condition.
2. HVAC control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Fire and volume dampers are in place and open.
8. Air coil fins are cleaned and combed.
9. Access doors are closed and duct end caps are in place.
10. Air outlets are installed and connected.
11. Duct system leakage is minimized.
12. Service and balancing valves are open.

3.2 PREPARATION

A. Furnish instruments required for testing, adjusting, and balancing operations.

B. Make instruments available to Engineer to facilitate spot checks during testing

3.3 INSTALLATION TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 10 percent of design.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 ADJUSTING

A. Verify recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted. If disrupted, verify correcting adjustments have been made.

D. Report defects and deficiencies noted during performance of services, preventing system balance.

E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

F. At final inspection, recheck random selections of data recorded in report. Re-check points or areas as selected and witnessed by Commissioner.

G. Check and adjust systems approximately six months after final acceptance and submit report.

3.5 AIR SYSTEM PROCEDURE

A. Pressure test ductwork in accordance with ASHRAE 90.1 2010.

B. Adjust air handling and distribution systems to obtain required or design supply, return, and exhaust air quantities.

C. Make air flow rate measurements in main ducts by Pitot tube traverse of entire cross sectional area of duct.

D. Measure air flow rate at all air inlets and outlets.

E. Measure fan RPM, motor RPM, motor electrical performance, static pressure at the fan inlet, outlet, and duct static pressure sensor. Provide readings at initial and final configurations.

F. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Make allowances for 50 percent loading of filters.

G. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

H. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.

I. At modulating damper locations, take measurements and balance at extreme conditions. Balance variable volume systems at maximum airflow rate, full cooling, and at minimum airflow rate, full heating.

J. For variable air volume system powered units set volume controller to airflow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable-air-volume temperature control.

K. Thermafusers: open a portion of the automatically actuating dampers on the system thermafusers fully to balance system. Make adjustments at duct branch takeoff manual balancing dampers to set maximum airflow at each thermafuser as indicated on the drawings. Repeat until all thermafusers are balanced. Make trim adjustments as necessary.

3.6 SCHEDULES

A. Equipment and Systems Requiring Testing, Adjusting, and Balancing:

1. Air Cooled Refrigerant Condensers.
2. Packaged Roof Top Heating/Cooling Units.
3. Computer Room Air Conditioning Units.
4. Air Handling Units.
5. Fans.
6. Air Terminal Units.
7. Air Inlets and Outlets.
8. Ductwork

END OF SECTION 23 05 93

SECTION 23 07 00

HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. HVAC piping insulation, jackets and accessories.
2. HVAC equipment insulation, jackets and accessories.
3. HVAC ductwork insulation, jackets, and accessories.

1.2 REFERENCES

A. ASTM International:

1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
4. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
5. ASTM C450 - Standard Practice for Prefabrication and Field Fabrication of Thermal Insulating Fitting Covers for NPS Piping, Vessel Lagging, and Dished Head Segments.
6. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
7. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
8. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
9. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
10. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.

11. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).

12. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.

13. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.

14. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.

15. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.

16. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).

17. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.

18. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.

19. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

20. ASTM D4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.

21. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

22. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

23. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.

24. Con Edison Specification S-9021-6.

B. Sheet Metal and Air Conditioning Contractors':

1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

C. National Fire Protection Association:

1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

D. Underwriters Laboratories Inc.:

1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

2. UL 1978 - Standard for Safety for Grease Ducts.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.

C. Samples: Submit two samples of representative size illustrating each insulation type.

D. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Test pipe insulation for maximum flame spread index of 25 and maximum smoke developed index of not exceeding 50 in accordance with ASTM E84, UL 723 and NFPA 258.

B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.

C. Factory fabricated fitting covers manufactured in accordance with ASTM C450.

D. Perform Work in accordance with NYCBC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Applicator: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed HVAC insulation installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.6 PRE-INSTALLATION MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.7 DELIVERY, STORAGE AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.

B. Maintain temperature before, during, and after installation for minimum period of 24 hours.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:

1. CertainTeed.
2. Knauf.
3. Johns Manville.
4. Owens-Corning.
5. Or approved equal.

B. Manufacturers for Closed Cell Elastomeric Insulation Products:

1. Aeroflex. Aerocell.
2. Armacell, LLC. Armaflex.
3. Nomaco. K-flex.
4. Or approved equal.

C. Furnish materials in accordance with NYCBC.

2.2 PIPE INSULATION

A. TYPE P-1: ASTM C547, molded glass fiber pipe insulation.

1. Thermal Conductivity: 0.23 at 75 degrees F.
2. Operating Temperature Range: 0 to 850 degrees F.
3. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.
4. Jacket Temperature Limit: minus 20 to 150 degrees F.
5. Density 10 PCF average.

B. TYPE P-3: ASTM C612; semi-rigid, fibrous glass board noncombustible, end grain adhered to jacket.

1. Thermal Conductivity: 0.27 at 75 degrees F.
2. Operating Temperature Range: 0 to 650 degrees F.
3. Vapor Barrier Jacket: ASTM C1136, Type II, factory applied reinforced foil kraft with self-sealing adhesive joints.
4. Jacket Temperature Limit: minus 20 to 150 degrees F.
5. Density 10 PCF average.

C. TYPE P-4: ASTM C612; semi-rigid, fibrous glass board noncombustible.

1. Thermal Conductivity: 0.27 at 75 degrees F.
2. Operating Temperature Range: 0 to 650 degrees F.
3. Density 10 PCF average.

D. TYPE P-5: ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.

1. Thermal Conductivity: 0.27 at 75 degrees F.
2. Operating Temperature Range: Range: Minus 70 to 180 degrees F.

E. TYPE P-6: ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.

1. Thermal Conductivity: 0.30 at 75 degrees F.
2. Maximum Service Temperature: 300 degrees F.
3. Operating Temperature Range: Range: Minus 58 to 300 degrees F.

F. TYPE P-7: ASTM C534, Type I, flexible, nonhalogen, closed cell elastomeric insulation, tubular.

1. Thermal Conductivity: 0.27 at 75 degrees F.
2. Maximum Service Temperature: 250 degrees F.
3. Operating Temperature Range: Range: Minus 58 to 250 degrees F.

G. TYPE P-8: ASTM C547, Type I rigid, mineral fiber preformed pipe insulation, non-combustible.

1. Thermal Conductivity: 0.23 at 75 degrees F.
2. Maximum Service Temperature: 1200 degrees F.
3. Reinforced Fail Vapor Retarding Jacket: UL listed and treated with fire retardant lagging adhesive. ASTM E93.
4. Consisting of single layer thickness to comply with requirement.

H. TYPE P-11: ASTM C533; Type I, hydrous calcium silicate pipe insulation, rigid molded white; asbestos free.

1. Thermal Conductivity: 0.45 at 200 degrees F.
2. Operating Temperature Range: 140 to 1200 degrees F.
3. Density: 15.0 PCF.

2.3 PIPE INSULATION JACKETS

A. PVC Plastic Pipe Jacket:

1. Product Description: ASTM D1784, One piece molded type fitting covers and sheet material, off-white color.
2. Thickness: 10 mil.
3. Connections: Pressure sensitive color matching vinyl tape.

B. Aluminum Pipe Jacket:

1. ASTM B209.
2. Thickness: 0.016 inch thick sheet.
3. Finish: Smooth.
4. Joining: Longitudinal slip joints and 2 inch laps.

5. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.

6. Metal Jacket Bands: 3/8 inch wide; 3/8 inch thick aluminum.

C. Field Applied Glass Fiber Fabric Jacket System:

1. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.

2. Glass Fiber Fabric:

a. Cloth: Untreated; 9 oz/sq yd weight.

b. Blanket: 1.0 lb/cu ft density.

3. Indoor Vapor Retarder Finish:

a. Cloth: Untreated; 9 oz/sq yd weight.

b. Vinyl emulsion type acrylic, compatible with insulation, white color.

2.4 PIPE INSULATION ACCESSORIES

A. Vapor Retarder Lap Adhesive: Compatible with insulation.

B. Covering Adhesive Mastic: Compatible with insulation.

C. Piping 1-1/2 inches diameter and smaller: Galvanized steel insulation protection shield. MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.

D. Piping 2 inches diameter and larger: Steel saddle. Inserts length: not less than 6 inches long, matching thickness and contour of adjoining insulation.

E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.

F. Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement: ASTM C449/C449M.

G. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.

H. Adhesives: Compatible with insulation.

2.5 DUCTWORK INSULATION

A. TYPE D-1: ASTM C1290, Type III, flexible glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136, Type II.

1. Thermal Conductivity: 0.25 at 75 degrees F.

2. Maximum Operating Temperature: 250 degrees F.

3. Density: 1.5 pound per cubic foot.

B. TYPE D-2: ASTM C612, Type IA or IB, rigid glass fiber, with factory applied all service facing meeting ASTM C1136, Type II.

1. Thermal Conductivity: 0.22 at 75 degrees F.

2. Density: 4.25 pound per cubic foot.

C. TYPE D-4: ASTM C1071, Type I, flexible, glass fiber duct liner with coated air side.

1. Thermal Conductivity: 0.24 at 75 degrees F.

2. Density: 1.5 pound per cubic foot.

3. Maximum Operating Temperature: 250 degrees F.

4. Maximum Air Velocity: 2,000 feet per minute.

5. Treated with EPA register anti-microbial agent proven to resist microbial growth as determined by ASTM G-21 and G-22.

D. TYPE D-5: ASTM C1071, Type II, rigid, glass fiber duct liner with coated air side.

1. Thermal Conductivity: 0.23 at 75 degrees F.

2. Density: 3.0 pound per cubic foot.

3. Maximum Operating Temperature: 250 degrees F.

4. Maximum Air Velocity: 4,000 feet per minute.

5. Treated with EPA register anti-microbial agent proven to resist microbial growth as determined by ASTM G-21 and G-22

2.6 DUCTWORK INSULATION ACCESSORIES

A. Vapor Retarder Tape:

1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

B. Vapor Retarder Lap Adhesive: Compatible with insulation.

C. Adhesive: Waterproof, ASTM E162 fire-retardant type.

D. Liner Fasteners: Galvanized steel, welded with integral head.

E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.

F. Lagging Adhesive: Fire resistive to ASTM E84, NFPA 255 and UL 723.

G. Impale Anchors: Galvanized steel, 12 gage self-adhesive pad.

H. Adhesives: Compatible with insulation.

I. Membrane Adhesives: As recommended by membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping, equipment and ductwork have been tested before applying insulation materials.

B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.

B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions.

C. Piping Systems Conveying Fluids Below Ambient Temperature:

1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump and expansion joints.

2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.

3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with PVC fitting covers.

D. Glass Fiber Board Insulation:

1. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

2. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

3. Cover wire mesh or bands with cement to a thickness to remove surface irregularities.

E. Hot Piping Systems less than 140 degrees F:

1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.

2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

3. Do not insulate unions and flanges at equipment, but bevel and seal ends of insulation at such locations.

F. Hot Piping Systems greater than 140 degrees F:

1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.

2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

3. Insulate flanges and unions at equipment.

G. Inserts and Shields:

1. Piping 1-1/2 inches Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.

2. Piping 2 inches Diameter and Larger: Install saddle between support shield and piping and under finish jacket.

   a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.

   b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.

3. Piping Supported by Roller Type Pipe Hangers: Install galvanized steel shield between roller and inserts.

4. Inserts between the pipe and pipe hangers shall consist of rigid pipe insulation of equal thickness to the adjoining insulation and shall be provided with a continuous vapor barrier. Insulation inserts shall be not less than following lengths:

2-1/2 in. pipe size and smaller	6 in. long
3 in. to 6 in. pipe size	9 in. long
8 in. to 10 in. pipe size	12 in. long
larger than 10 in. pipe size	18 in. long

H. Insulation Terminating Points:

1. Ducted Coil Branch Piping: Terminate hot water piping at the coil connections including coil header.

2. Chilled Water Coil Branch Piping: Insulate chilled water piping and associated components up to coil connection.

3. Condensate Piping: Insulate entire piping system and components to prevent condensation.

I. Closed Cell Elastomeric Insulation:

1. Push insulation on to piping.

2. Miter joints at elbows.

3. Seal seams and butt joints with manufacturer's recommended adhesive.

4. When application requires multiple layers, apply with joints staggered.

5. Insulate fittings and valves with insulation of like material and thickness as adjacent pipe.

J. Piping Exterior to Building: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o'clock position on side of horizontal piping with overlap facing down to shed water or on bottom side of horizontal piping.

K. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces: Aluminum jacket and fitting covers.

L. Prepare pipe insulation for finish painting. Refer to Division 09.

3.3 INSTALLATION - EQUIPMENT

A. Factory Insulated Equipment: Do not insulate.

B. Exposed Equipment: Locate insulation and cover seams in least visible locations.

C. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

D. Equipment Containing Fluids Below Ambient Temperature:

1. Insulate entire equipment surfaces.

2. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

3. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.

4. Finish insulation at supports, protrusions, and interruptions.

E. Equipment Containing Fluids 140 degrees F Or Less; but higher than ambient temperature:

1. Do not insulate flanges and unions, but bevel and seal ends of insulation.

2. Install insulation with factory-applied or field applied jackets, with vapor barrier. Finish with glass cloth and adhesive.

3. Finish insulation at supports, protrusions, and interruptions.

F. Equipment Containing Fluids Over 140 degrees F:

1. Insulate flanges and unions with removable sections and jackets.

2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.

3. Finish insulation at supports, protrusions, and interruptions.

G. Equipment in Mechanical Equipment Rooms or Finished Spaces: Finish with aluminum jacket.

H. Equipment Located Exterior to Building: Install vapor barrier jacket or finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal equipment.

I. Cover glass fiber, cellular glass, hydrous calcium silicate insulation with metal mesh and finish with heavy coat of insulating cement and aluminum jacket.

J. Nameplates and ASME Stamps: Bevel and seal insulation around; do not cover with insulation.

K. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.

L. Prepare equipment insulation for finish painting. Refer to Division 09.

3.4 INSTALLATION - DUCTWORK SYSTEMS

A. Duct dimensions indicated on Drawings are finished inside dimensions.

B. Insulated ductwork conveying air below ambient temperature:

1. Provide insulation with vapor retarder jackets.
2. Finish with tape and vapor retarder jacket.
3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

C. Insulated ductwork conveying air above ambient temperature:

1. Provide with or without standard vapor retarder jacket.
2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

D. Ductwork Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with aluminum jacket.

E. External Glass Fiber Duct Insulation:

1. Secure insulation with vapor retarder jacket with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
2. Secure insulation without vapor retarder jacket with staples, tape, or wires.
3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

F. Duct and Plenum Liner:

1. Adhere insulation with adhesive for 100 percent coverage.
2. Secure insulation with mechanical liner fasteners. Comply with SMACNA Standards for spacing.
3. Seal and smooth joints. Seal and coat transverse joints.

4. Seal liner surface penetrations with adhesive.

5. Cut insulation for tight overlapped corner joints. Support top pieces of liner at edges with side pieces.

6. Provide metal nosings at section joints.

G. Ducts Exterior to Building:

1. Install insulation according to external duct insulation paragraph above.

2. Provide external insulation with vapor retarder jacket. Cover with outdoor jacket finished as specified in this Section.

3. Finish with membrane duct jacket.

4. Calk seams at flanges and joints. Located major longitudinal seams on bottom side of horizontal duct sections.

3.5 SCHEDULES

A. Cooling Services Piping Insulation Schedule:

PIPING SYSTEM	INSULATION TYPE	PIPE SIZE	INSULATION THICKNESS inches
Refrigerant	P-5	Up to 1-1/2 inches	1.0
Refrigerant	P-5	2 inches and up	1.5

B. Heating Services Piping Insulation Schedule:

PIPING SYSTEM	INSULATION TYPE	PIPE SIZE	INSULATION THICKNESS inches
Low Pressure Steam Supply and condensate return up to 15 psi up to 250 degrees F	P-1 P-3	1-1/2 inches 2 inches and up	1.5 3.0
Drain Piping	P-1	All sizes	1

C. Ductwork Insulation Schedule:

DUCTWORK SYSTEM	INSULATION TYPE	INSULATION THICKNESS inches
Outside Air Intake	D-2	2
Supply Ducts (internally insulated) in MER's or as specified	D-4	1.0

DUCTWORK SYSTEM	INSULATION TYPE	INSULATION THICKNESS inches
Return Ducts (internally insulated) in MER's or as specified	D-4	1.0
Supply Ducts located above hung ceilings that are not internally insulated	D-1	1.0
Return Ducts located in unconditioned space or in shaft	D-1	1.0
Spill/exhaust ducts from louver to motorized damper	D-2	1.5
Rectangular Supply Ducts Downstream of Variable Air Volume Boxes (internally insulated) or exposed, except boxes for NC-25 space	D-4	1.0 (NC-30) 2.0 (NC-25)
Transfer Air Ducts (internally insulated)	D-4	1.0

Refer to Section 23 05 48 "NOISE AND VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT" for specific applications of internally insulated ducts.

END OF SECTION 23 07 00

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SECTION 23 09 00

INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Air supply piping and tubing.
2. Control panel enclosures.
3. Humidistats.
4. Thermostats.
5. Time clocks.
6. Alarm system.
7. Control air dampers.
8. Electric damper actuators.
9. Control valves.
10. Electric valve actuators.
11. Outside air measuring and modulation device.
12. Direct digital control system components.
13. Duct-mounted smoke detector.
14. Differential pressure monitor.

B. Related Sections:

1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Product requirements for electric motors.
2. Section 23 09 53 - Pneumatic and Electronic Control System for HVAC.
3. Section 23 09 93 - Sequence of Operations for HVAC Controls: Sequences of operation implemented using products specified in this section.

4. Section 23 33 00 - Air Duct Accessories: Product requirements for duct mounted thermometers. Installation requirements for dampers and other duct mounted products furnished in this section.

5. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections specified by this section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 62 - Ventilation for Acceptable Indoor Air Quality.

C. American Society of Mechanical Engineers:

1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.

2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

D. ASTM International:

1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

2. ASTM A536 - Standard Specification for Ductile Iron Castings.

3. ASTM B32 - Standard Specification for Solder Metal.

4. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

5. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).

6. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

7. ASTM D2737 - Standard Specification for Polyethylene (PE) Plastic Tubing.

E. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

F. National Electrical Manufacturers Association:

1. NEMA DC 3 - Residential Controls - Electrical Wall Mounted Room Thermostats.

2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

G. National Fire Protection Association:

1. NFPA 72 - National Fire Alarm Code.

2. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

H. Underwriters Laboratories, Inc.:

1. UL 1820 - Fire Test of Pneumatic Tubing for Flame and Smoke Characteristics.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Coordinate submittals with information requested in Section 23 09 93.

C. Product Data: Submit description and engineering data for each control system component. Include sizing as required.

D. Samples: Submit two (2) of each type of room thermostat and cover, thermostat guard and each exposed control component.

E. Design Data: Indicate data for sizing of air tubing.

F. Manufacturer's Installation Instructions: Submit installation requirements for each control component.

G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors. .

C. Operation and Maintenance Data: Submit inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.

1.5 QUALITY ASSURANCE

A. Provide pneumatic copper tubing for compressed air service located in plenums, walls and MER's.

B. Control Air Damper Performance: Test in accordance with AMCA 500.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience, and with service facilities.

B. Installer: Company specializing in performing Work of this section with minimum three (3) years documented experience trained by manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. General Conditions.

B. Convene minimum one (1) week prior to commencing work of this section.

1.8 DELIVERY, STORAGE AND HANDLING

A. General Conditions.

B. Accept controls on site in original factory packaging Inspect for damage.

1.9 COORDINATION

A. General Conditions.

B. Coordinate installation of control components in piping systems with work of Section 23 21 16.

C. Coordinate installation of control components in duct systems with work of Section 23 33 00.

1.10 WARRANTY

A. General Conditions.

1.11 MAINTENANCE GUARANTEE

A. General Conditions.

B. Furnish service and maintenance of control system for one (1) year from Date of Substantial Completion.

C. Furnish complete service of controls systems, including callbacks. Perform minimum of four (4) complete normal inspections of approximately eight (8) hours duration in addition to normal service calls to inspect, calibrate, and adjust controls. Submit written report after each inspection.

D. Furnish four (4) complete inspections per year to inspect, calibrate, and adjust controls. Submit written report after each inspection.

E. Examine unit components bi-monthly. Clean, adjust, and lubricate equipment.

F. Include systematic examination, adjustment, and lubrication of unit, and controls checkout and adjustments. Repair or replace parts in accordance with manufacturer's operating and maintenance data. Use parts produced by manufacturer of original equipment.

G. Perform work without removing units from service during building normal occupied hours.

H. Provide emergency call back service at all hours for this maintenance period.

I. Maintain an adequate stock of parts locally, for replacement or emergency purposes. Ensure personnel availability to ensure fulfillment of this maintenance service without unreasonable loss of time.

J. Perform maintenance work using competent and qualified personnel under supervision and in direct employ of manufacturer or original installer.

K. Do not assign or transfer maintenance service to agent or subcontractor without prior written consent of the Commissioner.

1.12 EXTRA MATERIALS

A. General Conditions.

PART 2 - PRODUCTS

2.1 CONTROL COMPONENT MANUFACTURERS

A. Manufacturers:

1. Honeywell, Building Control Solutions.
2. Johnson Controls, Inc.
3. Siemens Building Technologies, Inc.
4. Or approved equal.

2.2 AIR SUPPLY PIPING AND TUBING

A. Copper Tubing: ASTM B280, Type ACR hard drawn.

1. Fittings: ASME B16.22 wrought copper.

2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees F (640 to 805 degrees C).

B. Copper Tubing: ASTM B88 (ASTM B88M), Type K, hard drawn.

1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper.

2. Joints: [Solder, lead free, [ASTM B32,] 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F (220 to 280 degrees C).] [Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1190 - 1480 degrees F (640 - 805 degrees C).]

C. Copper Tubing: ASTM B88 (ASTM B88M), Type K, annealed.

1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper.

2. Joints: [Solder, lead free, [ASTM B32,] 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F (220 to 280 degrees C).] [Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees F (640 to 805 degrees C).]

D. Virgin Polyethylene Non-metallic Tubing: ASTM D2737, with flame-retardant harness for multiple tubing.

1. Fittings: Polyethylene.

2. Joints: Compression or push-on type.

3. Limited to use in control panels.

2.3 CONTROL PANEL ENCLOSURES

A. Furnish for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gages, pilot lights, push buttons and switches flush on cabinet panel face.

B. Construction: NEMA 250, Type 4 steel stainless steel enclosure.

C. Covers: Continuous hinge, held closed by flush latch operable by key.

D. Enclosure Finish: Manufacturer's standard enamel.

2.4 HUMIDISTATS

A. Room Humidistats:

1. Wall mounted, proportioning type.

2. Throttling range: Adjustable, 2 percent, relative humidity.

3. Operating range: 30 to 80 percent.

4. Maximum temperature: 110 degrees F (43 degrees C).

5. Cover: Set point indication.

B. Duct Humidistats:

1. Insertion, proportioning type.

2. Throttling range: Adjustable, 2 percent, relative humidity.

3. Operating range: 20 to 80 percent.

4. Maximum temperature: 150 degrees F (65 degrees C).

C. Limit Duct Humidistat:

1. Insertion, two-position type.

2. Throttling range: Adjustable 2 percent relative humidity.

3. Operating range: 20 to 80 percent.

4. Maximum temperature: 150 degrees F (65 degrees C).

2.5 THERMOSTATS

A. Electric Room Thermostats:

1. Type: NEMA DC 3, 24 volts, with setback/setup temperature control.

2. Service: cooling and heating one-step cooling and one-step heating.

3. Covers: Locking with set point adjustment and setpoint indication with thermometer.

B. Line Voltage Thermostats:

1. Integral manual On/Off/Auto selector switch, single or two-pole.

2. Dead band: Maximum 2 degrees F (one degree C).

3. Cover: Locking with set point adjustment and setpoint indication with thermometer.

4. Motor capacity rating.

C. Room Thermostat Accessories:

1. Thermostat Covers: Brushed aluminum.
2. Insulating Bases: For thermostats located on exterior walls.
3. Thermostat Guards: Locking transparent plastic-mounted on separate base.
4. Adjusting Key: Matching device.
5. Aspirating Boxes: For thermostats requiring flush installation.

D. Outdoor Reset Thermostat:

1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.
2. Scale range: -10 to 70 degrees F (2 to 35 degrees C).

E. Immersion Thermostat: Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint and adjustable throttling range.

F. Air-stream Thermostats:

1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint in middle of range and adjustable throttling range.
2. Averaging service remote bulb element: 20 feet (6 m).
3. Furnish with flange and shield.

G. Electric Low Limit Duct Thermostat:

1. Snap acting, single pole, single throw, automatic reset switch tripping when temperature sensed across any 12 inches (300 mm) of bulb length is equal to or below set point.
2. Bulb length: Minimum 20 feet (6 m).
3. Furnish one thermostat for every 20 sq. ft (1.86 sq m) of coil surface.

H. Electric High Limit Duct Thermostat:

1. Snap acting, single pole, single throw, automatic reset switch tripping when temperature sensed across any 12 inches (300 mm) of bulb length is equal to or above set point.
2. Bulb length: Minimum 20 feet (6 m).
3. Furnish one thermostat for every 20 sq. ft (1.86 sq m) of coil surface.

I. Fire Thermostats:

1. UL labeled, factory set in accordance with NFPA 90A.

2. Normally closed contacts, manual reset.

J. Heating/Cooling Valve Top Thermostats: Proportional acting for proportional flow, molded rubber diaphragm, [remote bulb] liquid filled element, direct and reverse acting at differential pressure to 25 psig (172 kPa), cast housing with position indicator and adjusting knob.

2.6 TIME CLOCKS

A. Seven-day programming switch timer with synchronous timing motor and seven-day dial. Continuously charged Ni-cad battery driven for power failure with 8 hour carry over and multiple switch trippers to control systems for minimum of two and maximum of eight signals each day with two normally open and two normally closed output switches.

B. Solid-state programmable time control with three (3) separate programs, 24 hour battery carry over duty cycling, 365 day calendar with 20 programmable holidays and choice of fail safe operation for each program and system fault alarm.

2.7 ALARM SYSTEM

A. Enclosure Construction: NEMA 250, Type 4.

B. Furnish alarm panel with individual indication, horn, silenced acknowledge switch, and test switch.

C. At alarm condition indication, light flashes and alarm sounds. Horn stops when acknowledge switch is pushed and system indicates alarm conditions by continuous light until trouble condition has cleared. Alarm sounds again when second alarm occurs before first one has cleared.

D. Furnish remote panels with duplicate functions of primary panel. Furnish alarm silence/acknowledge switch to acknowledge alarm from each panel.

E. Furnish dry contacts at main alarm panel for use with remote alarm monitoring system to indicate [each] alarm condition.

2.8 CONTROL AIR DAMPERS

A. Performance: Test in accordance with AMCA 500.

B. Frames: Extruded aluminum welded or riveted with corner reinforcement, minimum 12 gage.

C. Blades: Extruded aluminum, one-piece aerofoil blade, maximum blade size 8 inches (200 mm) wide, 48 inches (1200 mm) long, minimum 22 gage (0.85 mm) gage, attached to minimum 1/2 inch (13 mm) shafts with set screws.

D. Blade Seals: Neoprene mechanically attached, field replaceable.

E. Jamb Seals: Stainless steel spring.

F. Shaft Bearings: Lubricant free, stainless steel, single row, ground, flanged, radial, anti-friction type with extended inner race.

G. Linkage Bearings: Oil impregnated sintered bronze.

H. Control Air Damper Leakage: Maximum leakage rate of 3.0 cfm per square foot (0.13 L/s per square meter) at 1.0 inches wg (250 Pa) pressure differential.

I. Maximum Pressure Differential: 6 inches wg (1.5 kPa).

J. Temperature Limits: - 40 to 200 degrees F (-40 to 93 degrees C).

2.9 ELECTRIC DAMPER ACTUATORS

A. Operation: Two-position or Reversing type proportional motor with spring-return as required by operational sequences.

B. Enclosure Rating: NEMA 250 Type 4.

C. Mounting: Direct mount.

D. Stroke: 90 seconds end to end full stroke, 15 seconds return to normal for spring return.

E. Protection: Electronic stall protection.

F. Control Input: 0-10 VDC or 0-20 mA DC.

G. Power: Nominal 24 volt AC.

H. Torque: Size for minimum 150 percent of required duty.

I. Duty cycle: rated for 65,000 cycles.

J. Accessories:

1. Cover mounted transformer.
2. Auxiliary potentiometer.
3. Damper linkage.

4. Direct drive feedback potentiometer.

5. Output position feedback.

6. Field selectable rotational, spring return direction, field adjustable zero and span.

7. End switch.

2.10 CONTROL VALVES

A. All control valves shall be fully proportioning, unless otherwise specified, quiet in operation and shall be arranged to fail safe, in either a normally open or normally closed position, in the event of power or instrument compressed air failure. The open or closed failure position shall be as specified or as required to suit process conditions. All heating valves shall fail open; all cooling valves shall fail closed. Provisions shall be made for valves operating in sequence, with other valves or dampers, to have adjustable operating ranges and starting points to provide flexibility and adjustment in sequencing and throttling range.

B. Performance Requirements

1. Valves are to be sized and guaranteed to meet the requirements as specified and as indicated on the Drawings.

2. Unless otherwise specified, the following performance requirements shall be used for valve sizing:

a. All control valves shall have a manual override.

b. Flow Rates:

1) Normal flow rate: See equipment schedule on Drawings.

2) Minimum flow rates: 20:1 turndown for heat transfer equipment; 5:1 turndown for pump discharge throttling and for pressure reducing stations.

3) Maximum flow rate: To be considered only where specified or shown on the Drawings.

c. Pressure Drops:

1) The control valve operator shall be sized to shutoff against a differential pressure equal to the pump design head plus 30%.

2) Flowing pressure drop at design conditions: If not indicated on the drawings or in the Specifications, use 5 psi.

d. Cavitation:

1) Valve selections shall be free of cavitation over the whole range of performance. Obtain relevant upstream pressure for each valve prior to valve selection, and include the documentation for the cavitation check in the shop drawing submittal.

2) All valves will be checked for cavitation and noise during their shop drawing review. If any valve shows light incipient cavitation, it may be accepted, but only after consultation with the owner's engineer. Any valve which suffers critical or damaging cavitation shall be replaced by the contractor without extra charge.

e. Ports and Trim:

1) Control valves shall be single-seated and shall have equal percentage flow characteristics.

f. Actuator for control valves shall be electric/electronic type or pneumatic type, as applicable.

C. Globe Pattern:

1. 2 inches (50 mm) and Smaller: Bronze body, bronze trim, rising stem, renewable composition disc, screwed ends with back seating capacity packable under pressure.

2. 2-1/2 inches (65 mm) and Larger: Iron body, bronze trim, rising stem, plug-type disc, flanged ends, renewable seat and disc.

3. Hydronic Systems:

a. Rate for service pressure of 125 psig at 250 degrees F (860 kPa at 121 degrees C).

b. Replaceable plugs and seats of stainless steel.

c. Sizing: Size for 3 psig (20 kPa) maximum pressure drop at design flow rate.

d. Furnish two-way valves with equal percentage characteristics. Furnish three way valves with linear characteristics. Size two way valve actuators to close valves against pump shut off head.

4. Steam Systems:

a. Rate for service pressure of 125 psig at 250 degrees F (860 kPa at 121 degrees C).

b. Replaceable plugs and seats of stainless steel.

c. Sizing: Pressure drop across steam valve at maximum flow as indicated on Drawings.

d. Sizing: Pressure drop across steam valve equal to maximum flow of 80 percent of inlet steam pressure for low-pressure systems and 42 percent for high-pressure systems.

e. Furnish valves with modified linear characteristics.

D. Ball Valves:

1. Threaded ends for 2-way valves 3 inches (76 mm) and smaller. Threaded ends for 3-way valves 2 inches (50 mm) and smaller.

2. Forged brass body, chrome plated brass ball and blowout proof stem and EPDM O-rings with minimum 600 psig (4135 kPa) rating.

3. Fluid Temperature Range: minus 20 to 250 degrees F (minus 29 to 121 degrees C).

4. Sizing: 3 psig (20 kPa) maximum pressure drop at design flow rate.

5. Flow Characteristics: Furnish 2-way valves with equal percentage characteristics. Furnish 3-way valves with equal percentage characteristic through control port and linear characteristic through bypass port.

6. Size 2-way valve actuators to close valves against pump shut off head.

E. Butterfly Valves:

1. Service Pressure Rating: 125 psig at 250 degrees F (860 kPa at 121 degrees C).

2. Construction: ASTM A126 cast-iron or ASTM A536 ductile-iron body and bonnet, extended neck, stainless-steel stem, field-replaceable EPDM or Buna N sleeve and stem seals.

3. Body Style: Wafer, or Lug.

4. Disc: Stainless steel.

5. Resilient replaceable seat for service to 250 degrees F (121 degrees C).

   a. Size for 1 psig (7 kPa) maximum pressure drop at design flow rate.

6. Use only for open-close two-position operation.

F. Terminal Unit Control Valves:

1. Brass body, Class 250, nickel plated brass ball, with optimizer insert for modulating applications, blow out resistant stem, threaded ends.

2. Two or three way as indicated in schedule or on Drawings.

3. Integral actuator.

4. Spring return required for unit ventilator heating valves and other terminal equipment with outside air.

5. Furnish non-spring return valves with manual override capability built into actuator.

6. Minimum Fluid Temperature: 20 degrees F (minus 7 degrees C).

7. Maximum Operating Conditions: 250 degrees F (121 degrees C).

8. Sizing: 3 psig (21 kPa) maximum pressure drop at design flow rate, to close against pump shutoff head.

9. Flow Characteristics: Furnish two-way and three-way valves with equal percentage characteristics.

G. Characterized Control Valves:

1. Factory fabricated of type, body material, and pressure class based on maximum pressure and temperature rating of the piping system, unless otherwise indicated.

2. Pressure Independent Control Valves

a. Manufacturers:

1) Belimo Aircontrols (USA), Inc.

2) Flow Control Industries

b. The modulating control valves shall be pressure independent.

c. The control valves shall accurately control the flow from 0 to 100% full rated flow with an equal percentage flow characteristic. The flow shall not vary more than ± 5% due to system pressure fluctuations across the valve with a minimum of 5 PSID across the valve.

d. Forged brass body rated at no less than 400 PSI, chrome plated brass ball and stem, female NPT union ends, dual EPDM lubricated O-rings and TEFZEL characterizing disc.

e. Combination of actuator and valve shall provide a minimum close-off pressure rating of 200 PSID.

f. The control valve shall require no maintenance and shall not include replaceable cartridges.

g. All actuators shall be electronically programmed by use of a handheld programming device or external computer software. Programming using actuator mounted switches or multi-turn actuators are NOT acceptable. Actuators for 3-wire floating (tri-state) on 1/2 inch – 1 inch pressure independent control valves shall fill in place and have a mechanical device inserted between the valve and the actuator for the adjustment of flow. Actuators shall be provided with an auxiliary switch to prove valve position.

h. The actuator shall be the same manufacturer as the valve, integrally mounted to the valve at the factory via a single screw on a four-way DIN mounting base.

i. The control valve shall require no maintenance and shall not include replaceable cartridges.

j. The manufacture shall warrant all components for a period of 5 years from the date of acceptance, with the first two years unconditional.

k. The use of pressure independent valves piped in parallel to achieve the rated coil flow shall be permitted. Actuators shall be electronically programmed to permit sequencing the flow with a single control output point. The use of external devices to permit sequencing is NOT acceptable.

2.11 ELECTRIC VALVE ACTUATORS

A. Fully factory assembled. Size to operate with sufficient reserve power to provide smooth modulating action or two-position action under every condition.

B. Motor: Permanent split-capacitor or shaded-pole type. Gear trains completely oil immersed and sealed. Furnish spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.

C. Actuator: Direct-coupled type non-hydraulic designed for minimum 100,000 full-stroke cycles at rated torque. Furnish actuator with rating of not less than twice thrust needed for actual operation of valve.

1. Coupling: V-bolt and V-shaped, toothed cradle.

2. Overload Protection: Electronic overload or digital rotation-sensing circuitry.

3. Fail-Safe Operation: Mechanical, spring-return mechanism. Furnish external, manual gear release on non-spring-return actuators.

4. Furnish spring-return actuators with manual override. Complete manual override to take no more than 10 turns.

5. Power Requirements:

   a. Two-Position Spring Return: 24 volt AC or DC, maximum 10 vA.

   b. Modulating: 24 volt AC, maximum 15 vA.

6. Proportional Signal: 2 to 10 volt dc or 4 to 20 mA, and 2 to 10 volt dc position feedback signal.

7. Temperature Rating: minus 22 to 140 degrees F (minus 30 to 60 degrees C).

8. Run Time: 200 seconds open, 40 seconds closed.

D. Size for torque required for valve close-off at maximum pump differential pressure, regardless of water loop system pressures.

2.12 OUTSIDE AIR MEASURING AND MODULATION DEVICE

A. Factory assembled damper, airflow monitor, actuator, and accessories.

B. Damper and airflow measurement assembly sized to accommodate minimum outside airflow as indicated on Drawings.

C. Construction:

1. Frame: Extruded aluminum.

2. Blades:

   a. Modulating Air Control:

      1) Style: Airfoil-shaped, single-piece.

      2) Action: Opposed.

      3) Orientation: Horizontal.

      4) Material: Heavy gage 6063-T5 extruded aluminum.

      5) Width: Maximum 5 inches (127 mm).

   b. Stationary Sensing:

      1) Style: Airfoil-shaped, single-piece.

2) Orientation: Horizontal.

3) Material: Heavy gage 6063-T5 extruded aluminum.

4) Width: Maximum 5-1/4 inches (133 mm).

5) Finish: Anodized.

3. Bearings: Self-lubricating molded synthetic sleeve, turning in extruded hole in frame.

4. Seals:

a. Blade: Extruded rubber. Mechanically attached to blade edge.

b. Jamb: Stainless steel, flexible metal compression type.

c. Linkage: Concealed in frame.

d. Axles: Minimum 1/2 inch (13 mm) diameter plated steel, hex-shaped, mechanically attached to blade.

e. Mounting: Vertical.

f. Electric Actuator: 24 V, 60 Hz, modulating, with position feedback.

5. Digital Controller: Application specific controller. Programming logic and calibration in nonvolatile EPROM. Controller uses generic 0 - 10 vdc inputs and outputs for interface to building automation system.

6. Air Straightener Section: 3 inches (76 mm) deep section contained in 5 inch (127 mm) long sleeve attached to damper-airflow monitor frame.

7. Finish: Mill aluminum.

D. Performance Data:

1. Temperature Rating: Withstand -40 to 140 degrees F (-40 to 60 degrees C).

2. Accuracy: Plus or minus 5 percent.

3. Leakage: Maximum of 2 cfm per square foot at 1.0 inches wg (250 Pa) pressure differential.

4. Measures from 15 percent to 100 percent of unit nominal air flow.

5. Adjusts air flow for temperature variations.

6. Provides 2 to 10 volt DC signal corresponding to actual air flow.

E. Accessories:

1. Actuator Heater: Allow actuator operation in ambient temperatures to -40 degrees F (-40 degrees C).

2.13 AIR FLOW MONITORING STATIONS

A. Fan Inlet Airflow Traverse Probes:

1. Provide on all fans, airflow traverse probes mounted in the fan inlets capable of continuously measuring the air handling capacity (air volume) of the respective centrifugal or vane-axial fan(s).

2. The fan inlet airflow traverse probes shall contain multiple total and static pressure sensors placed at concentric area centers along the exterior surface of the cylindrical probe and internally connected to their respective averaging manifolds. Sensors shall not protrude beyond the surface of the probe, nor be adversely affected by particle contamination normally present in building system airflows.

3. The fan inlet airflow traverse probes (two per inlet) shall have dual end support swivel brackets suitable for mounting in the fan inlet bell and symmetrical averaging signal takeoffs and fittings, and shall be of stainless steel construction.

4. The fan inlet airflow traverse probes shall not induce a measurable pressure drop, nor shall the sound level within the system be amplified by its presence in the fan inlet bell. The probes shall be capable of producing steady, non-pulsating signals of standard total and static pressure, without need for flow corrections or factors, with an accuracy of 3% of actual flow over a fan operating range of 6 to 1 capacity turndown. The probes shall be suitable for 10,000 fpm operation.

B. Air flow measuring stations shall be provided at points indicated on the mechanical drawings or control diagrams, or required by sequences of operation, with careful attention paid to upstream and downstream straight run requirements for proper installation. Vendor requirements for AMU installation shall be carefully followed.

C. Each air flow measuring station shall be fabricated of a heavy gauge galvanized steel casing with 90 degree connecting flanges in a configuration and size approximating that of the duct or opening in which it is to be mounted. Each station shall be complete with aluminum flow straightener, copper symmetrical total and static pressure sensors and self-averaging manifolds, internal piping, and external pressure transmission ports with flexible tubing and quick-connect fittings. An identification label shall be placed on each station casing, listing model No., size, area, design flow, and differential pressure at design flow.

D. The maximum allowable pressure loss through the station shall not exceed 0.05 inches w.g. at 1500 fpm, or 0.20 inches w.g. at 3000 fpm. The sound level within the duct shall not be amplified (nor shall additional sound be generated by the air measuring unit).

Each station shall be capable of measuring the airflow rate within an accuracy of 2% as determined by U.S. - G.S.A. Certification Tests, and shall contain a minimum of one total pressure sensor per 36 square inches of station measuring area.

E. Each air flow measuring station shall be furnished with an electronic differential pressure transmitter capable of transmitting a 4 to 20 mA DC output signal. Accuracy shall be ±0.5% of span including linearity, hysteresis and repeatability. Repeatability shall be ±0.05% of span. Each transmitter shall have a 1" x 2" stainless steel tag permanently attached with screws with the tag number, design flow, and the differential pressure at design flow permanently engraved on its surface.

F. Each air flow measuring station shall be furnished with a local differential pressure gage calibrated to full range with graduations in both inches W.C. and in CFM. Dwyer magnehelic 2000 series.

G. Static Pressure Sensors/Transmitters - Air Side:

1. Duct static pressure sensors shall consist of a sensing tube, transmitter and electrical box for wiring connections.

2. Two wire transmitter shall provide 4-20 mA DC output linear over specified pressure range.

3. Wiring connections shall accept 16 AWG wire.

4. Calibrated end to end accuracy shall be ±0.25% of full range, including linearity, hysteresis, and repeatability.

H. Airflow Pressurization Control Centers:

1. The Contractor may either integrate the "Air Flow Pressurization Controls" into the DDC system or purchase control centers from approved vendors below for dedicated operation of these systems.

2. Individual airflow and pressurization control centers shall be provided for each air handling system and located in the MER.

3. Metal cabinets suitable for wall mounting shall be provided for mounting the control equipment. Each individual cabinet shall be provided with a hinged-front access door not over 30" wide with flush latch handle and key-locking means, and be constructed of steel not lighter than #14 U.S. Gauge. Cabinet door shall contain a clear plastic panel to permit viewing the control module(s) operating status without need to enter cabinet.

4. All control instruments, devices, relays, etc., shall be contained within the cabinet and installed for servicing from the front of the cabinet with door open.

5. All wiring and tubing connections to control instruments, devices, etc., shall be made inside the cabinet, and numbered and color coded for identification.

External ports shall be provided at the bottom or side of the control cabinet for the connection or entry of signal tubing, control wiring or power supply.

6. Engraved nameplates, permanently screwed in place, shall be provided for all indicating devices. Painting of nameplates directly on the panel or gluing on plastic, paper, embossed, or printed letters is not acceptable.

7. Airflow control centers shall include all transmitters, square root extractors, multipliers, three-mode controllers, relays, and control devices required to maintain the airflow conditions and pressurization levels detailed on the drawings or specified therein. All of the control instruments shall be of the card type suitable for rack mounting, and shall be installed in the rack with required signal tubing to the cabinet bulkhead fittings and electrical connections to internal marked terminal strips.

8. Each transmitter, square root extractor, multiplier, and controller shall be provided with test terminals to permit the temporary installation of electronic meters to facilitate signal readouts during start-up adjustments and servicing.

9. Digital displays shall be provided for continuous indication of each of the controlled processes (air volume, duct or system static pressure, room pressure level). Each digital display shall contain a minimum of four 1/2" high digits, scaled to indicate in the process measurement (CFM, IN w.c.), and shall be flush-mounted on the front of the control center.

10. Each airflow control center shall be provided with its own power converter system capable of operating the center on the available power supply (120 VAC, 24 VAC, etc.). Separate terminals shall be provided for power connections, for analog signals for remote indication stations and computer data logging, and for actuator control signals.

11. Where signal interface with a building automation system or central computer for data logging and/or supervisory control is required, provide all necessary output and input signal interface modules, each with line isolators.

I. Outdoor Air Monitoring Systems:

1. General:

a. The outside air flow measuring system shall be capable of measuring outdoor at low velocities.

2. Outdoor Air Flow/Temperature Measurement Devices:

a. Each ATMD shall consist of one or more sensor probes and a single, remotely mounted, microprocessor-based transmitter capable of independently processing up to 16 independently wired sensor assemblies.

1) Each sensor assembly shall contain two individually wired, hermetically sealed bead-in-glass thermistors.

2) Thermistors shall be mounted in the sensor assembly using a marine-grade, waterproof epoxy. Thermistor leads shall be protected and not exposed to the environment.

3) The airflow rate of each sensor assembly shall be equally weighted and averaged by the transmitter prior to output.

4) The temperature of each sensor assembly shall be velocity weighted and averaged by the transmitter prior to output.

5) Each transmitter shall have a 16-character alpha-numeric display capable of displaying airflow, temperature, system status, configuration settings and diagnostics.

6) Devices using chip-in-glass or diode-case chip thermistors are not acceptable.

7) Devices using less than two thermistors in each sensor assembly are not acceptable.

8) Devices using platinum wire RTDs are not acceptable.

9) Devices having electronic circuitry mounted in or at the sensor probe are not acceptable.

10) Pitot tubes and arrays are not acceptable.

11) Vortex shedding devices are not acceptable.

3. All Sensor Probes:

a. Each sensor assembly shall independently determine the airflow rate and temperature at each measurement point.

b. Each sensor assembly shall be calibrated at a minimum of 16 airflow rates and 3 temperatures to standards that are traceable to the National Institute of Standards and Technology (NIST).

c. Airflow accuracy shall be +/-2% of Reading over the entire operating airflow range.

1) Devices whose accuracy is the combined accuracy of the transmitter and sensor probes must demonstrate that the total accuracy meets the performance requirements of this specification throughout the measurement range.

d. Temperature accuracy shall be +/-0.15°F over the entire operating temperature range of -20°F to 160°F.

e. The operating humidity range for each sensor probe shall be 0-99% RH (non-condensing).

f. Each sensor probe shall have an integral, U.L. listed, plenum rated cable and terminal plug for connection to the remotely mounted transmitter. All terminal plug interconnecting pins shall be gold plated.

g. Each sensor assembly shall not require matching to the transmitter in the field.

h. A single manufacturer shall provide both the airflow/temperature measuring probe(s) and transmitter for each measurement location.

4. Duct And Plenum Probes:

a. Probes shall be constructed of extruded, gold anodized, 6063 aluminum tube. All wires within the aluminum tube shall be Kynar coated.

b. Probe assembly mounting brackets shall be constructed of 304 stainless steel. Probe assemblies shall be mounted using one of the following options:

1) Insertion mounted through the side or top of the duct

2) Internally mounted inside the duct or plenum

3) Standoff mounted inside the plenum

c. The number of sensor housings provided for each location shall be as follows:

Duct or Plenum Area (sq.ft.)	Total # Sensors / Location
<2	4
2 to < 4	6
4 to < 8	8
8 to <16	12
>=16	16

d. The operating airflow range shall be 0 to 5,000 FPM unless otherwise indicated on the plans.

5. Transmitters:

a. The transmitter shall have an integral LCD display capable of simultaneously displaying airflow and temperature. The LCD display

shall be capable of displaying individual airflow and temperature readings of each independent sensor assembly.

b. The transmitter shall be capable of field configuration and diagnostics using an on-board pushbutton interface and LCD display.

c. The transmitter shall have a power switch and operate on 24 VAC (isolation not required).

1) The transmitter shall use a switching power supply fused and protected from transients and power surges.

2) The transmitter shall use "watch-dog" circuitry to assure reset after power disruption, transients and brown-outs.

d. All interconnecting pins, headers and connections on the main circuit board, option cards and cable receptacles shall be gold plated.

e. The operating temperature range for the transmitter shall be -20° F to 120° F. The transmitter shall be installed at a location that is protected from weather and water.

f. The transmitter shall be capable of communicating with the Siemens BMS using the following interface:

1) Linear analog output signals for airflow and temperature: Field selectable, fuse protected and isolated, 0-10VDC/4-20mA (4-wire)

g. The transmitter shall be capable of accepting an infra-red interface card for downloading airflow and temperature data or uploading transmitter configuration data using a handheld PDA (Palm or Microsoft Windows Mobile operating systems).

1) Provide PDA upload/download software.

a) Download software shall be capable of displaying and saving individual sensor airflow rates, the average airflow rate, individual sensor temperatures and the average temperature received from the transmitter.

b) Upload software shall be capable of displaying and saving all setup parameters that can be configured using the on-board pushbutton interface and LCD display.

2) Provide a Microsoft Excel file capable of creating balance reports from PDA data files transferred to a Windows 98 or higher based PC.

3) Provide a Microsoft Excel file to create configuration data files that can be transferred from a Windows 2000, Windows XP or higher based PC to a PDA for upload to one or more transmitters.

4) The ATMD shall be UL listed as an entire assembly.

5) The ATMD shall carry the CE Mark for European Union shipments.

6) The manufacturer's authorized representative shall review and approve placement and operating airflow rates for each measurement location indicated on the plans.

7) A written report shall be submitted to the consulting mechanical engineer if any measurement locations do not meet the manufacturer's placement requirements.

6. Installation:

a. Install airflow/temperature measurement devices in accordance with manufacturer's instructions at the locations indicated on the plans.

b. The mounting of the outdoor air probes shall be coordinated with the sheet metal contractor, in accordance with the manufacturer's recommendations.

c. A written report shall be submitted to the engineer confirming that the probes are installed in accordance with the manufacturer's recommendations.

d. Install electronic cables according to Division 16 requirements.

e. Install low-voltage power, signal and communication cable according to Division 16 requirements.

7. Adjusting:

a. Duct and plenum devices shall not be adjusted without approval from the engineer.

8. Acceptable Manufacturers:

a. Subject to compliance with requirements of this Section, provide products that comply with this specification by one of the following vendors:

1) EBTRON, Inc. Model GTx116-P (basis of design)

2) Kurz Instraments

3) Fluid Components International (FCI)

2.14 INDOOR AIR QUALITY (CO2/VOC) SENSORS

A. Provide indoor air quality sensors to monitor Carbon Dioxide (CO_2) and Volatile Organic Compound (VOC) levels.

B. The sensors shall be of microprocessor-based photoacoustic type with heated stannic dioxide semiconductor.

C. The CO_2 sensors shall have no more than 1% drift during the first year of operation and minimal drift thereafter so that no calibration will be required.

D. The units shall be wall or duct mounted type as indicated on plans and in the sequence of operation.

E. Wall mounted sensors shall be provided with plastic cover whose color is approved by the architect, without LED indicators.

F. Duct mounted sensors shall be provided with LED indicators in a dust proof plastic housing with transparent cover.

G. The VOC sensor shall have automatic self-calibrating capability to ensure accuracy.

H. The sensor shall meet the following requirements:

Operating voltage:	24 VAC +/- 20%
Frequency:	50/60 Hz
Power consumption:	max. 6 VA
CO2 measuring range:	0 – 2000 ppm
Tolerance:	+/- 100 ppm
Output:	0 – 10 VAC
Calibration:	none required
VOC measurement range:	0 – 10 V VOC
Permissible air velocity in duct:	<26.2 Ft/s.

I. The sensors shall be model: Siemens QPA63 Series

2.15 RELAYS

A. Control relays shall be UL listed plug-in type with dust cover and LED "energized" indicator. Contact rating, configuration, and coil voltage shall be suitable for application.

B. Time delay relays shall be UL listed solid-state plug-in type with adjustable time delay. Delay shall be adjustable ±200% (minimum) from set point shown on plans. Contact rating, configuration, and coil voltage shall be suitable for application. Provide NEMA 1 enclosure when not installed in local control panel.

2.16 VOLTAGE TRANSFORMERS

A. AC voltage transformers shall be UL/CSA Recognized, 600 VAC rated, complete with built-in fuse protection.

B. Transformers shall be suitable for ambient temperatures of 4°C to 55°C (40°F to 130°F) and shall provide ±0.5% accuracy at 24 VAC and a 5 VA load.

C. Windings (except for terminals) shall be completely enclosed with metal or plastic material.

2.17 WEATHER STATION

A. The weather station shall initially be used to measure outside air dry bulb temperature and relative humidity.

B. The components of the station shall be:

1. Temperature monitoring accomplished through the use of Model No. 3015 which includes a thermistor, 100 feet of sensor cable, and a signal conditioner with an output of 0-1 V. Monitoring range shall be (-)40°F to (+)120°F. Accuracy shall be ±1°F.

2. Relative humidity monitoring accomplished through the use of Model No. 3013 which includes an RH sensor (LVDT), 100 feet of sensor cable, and a signal conditioner with an output of 0-1 V. Monitoring range shall be 0-100% RH. Accuracy shall be ±2% RH over the range of 20-90% RH.

3. PA-03-3A driver for each sensor located in the chassis to convert the 0-1V sensor output to a 4-20mA output.

4. Surge arrestors at sensor inputs to prevent system damage from high voltage lightning spikes.

5. Chassis assembly, BPC-250, used to house the signal conditioners for the sensors, the driver for each sensor output and a PS-01-2 120/240V, 50/60 Hz power supply.

6. Mounting mast of sufficient height such that sensors shall be mounted at least ten (10) feet above any obstruction. Mounting of station shall also be such that it is free from any temperature disturbances such as exhausts, etc.

7. The weather station shall be mounted on the roof of the Building.

2.18 DIRECT DIGITAL CONTROL SYSTEM COMPONENTS

A. Temperature Sensors:

1. Type: Resistance temperature detector (RTD) or thermistor.

2. Accuracy:

   a. ±1°F for standard applications. Where high accuracy is required, furnish accuracy of plus or minus 0.2°F.

   b. Sensing Accuracy: ±0.5°FF.
   c. Display Accuracy and Resolution: Minimum of plus or minus 1°F.

3. Built-in communications port.

4. Space Sensors: Digital with LCD display, day-night override button, and set point slide adjustment override options. Set point slide adjustment capable of being software limited by automation system to limit amount of room adjustment.

5. Outside Air Sensors: Watertight inlet fitting, furnish with shield from direct sunlight.

6. Duct Temperature Sensors:

   a. Rigid or averaging type as indicated in sequence of operations. Averaging sensor minimum length: 5 feet (1.5 meters) in length.

   b. Duct Cross Sections Greater Than 10 square feet (0.9 square meters): Furnish serpentine averaging element to sense stratified air temperatures.

7. Piping Temperature Sensors: Furnish with separable brass well.

8. Liquid immersion temperature:

Temperature monitoring range	+30/250°F (-1°/121°C)
Output signal	Changing resistance
Accuracy at Calibration point	±0.5°F (+/-0.3°C)

9. Duct (single point) temperature:

Temperature monitoring range	+20/120°F (-7°/49°C)
Output signal	Changing resistance
Accuracy at Calibration point	±0.5°F (+/-0.3°C)

10. Duct Average temperature:

Temperature monitoring range	+20° ±120°F(-7°/+49°C)
Output signal	4 – 20 mA DC
Accuracy at Calibration point	±0.5°F (±03°C)
Sensor Probe Length	25' L (7.3m)

B. Humidity Sensors:

1. Type: Capacitance or bulk polymer resistance.
2. Drift: Not to exceed 3 percent of full scale per year.
3. Room Sensors:
   a. Sensing Range: 0 to 100 percent.
   b. Accuracy of plus or minus 5 percent relative humidity.
4. Duct Sensors:
   a. Sensing Range: 0 to 100percent.
   b. Accuracy of plus or minus 5 percent relative humidity.
   c. Furnish with sampling chamber.
   d. Element guard.
   e. Mounting plate.
5. Outdoor Air Humidity Sensors:
   a. Sensing Range: 20 to 95 percent relative humidity.
   b. Suitable for ambient conditions of minus 40 to 170 degrees F (minus 40 to 77 degrees C).
   c. Accuracy: Plus or minus 2 percent relative humidity at 77 degrees F (25 degrees C).
   d. Element guard.
   e. Mounting plate.

C. Differential Pressure Switches:

1. Furnish as specified in sequences of operation for status purposes in air and water applications.
2. Fully adjustable differential pressure settings.
3. UL Listed, SPDT snap-acting, pilot duty rated (125 VA minimum).
4. NEMA 250 Type 1 enclosure.
5. Scale range and differential suitable for intended application.

D. Static Pressure Sensor:

1. Non-directional sensor with suitable range for expected input, and temperature compensated.
2. Accuracy: plus or minus 1 percent of full scale with repeatability of 0.5 percent.
3. Output: 4 to 20 mA, 0-5 vDC, 0-10 vDC.
4. Building Static Pressure Range: minus 0.1 to 0.1 inches water column (minus 25 to 25 Pa), minus 0.25 to 0.25 inches water column (minus 60 to 60 Pa), minus 0.5 to 0.5 inches water column (minus 125 to 125 Pa), minus 1.0 to 1.0 inches water column (minus 250 to 250 Pa), jumper selectable.
5. Duct Static Pressure Range: 0 to 1 inches water column (0 to 250 Pa), 0 to 2.5 inches water column (0 to 620 Pa), 0 to 5 inches water column (0 to 1,245 Pa), 0 to 10 inches water column (0 to 2,490 Pa), jumper adjustable.

E. Static Pressure Sensors:

1. Differential pressure type.
2. Sensor range closely matched to system static pressure, minus 0.5 to 0.5 inches water column (minus 125 to 125 Pa), minus 1 to 1 inches water column (minus 250 to 250 Pa) or 0 to 2.5 inches water column (0 to 620 Pa).
3. Accuracy: Plus or minus 5 percent of sensing range.

F. Carbon Dioxide Sensors:

1. Sensors designed for indoor carbon dioxide levels in accordance with ASHRAE Standard 62.
2. 4 to 20 ma. linear output over range of 0 to 2000 ppm (0 to 2000 mg/kg) of carbon dioxide for interface to DDC control system.
3. For duct mounted sensors furnish airtight enclosure complete with sampling tube.

G. Air Flow Switches:

1. Paddle or differential pressure type, as indicated in sequences of operation.
2. UL Listed, SPDT snap-acting with pilot duty rating (125 VA minimum).
3. Appropriate scale range and differential adjustment.
4. Adjustable sensitivity.
5. NEMA 250 Type 1 enclosure.

H. Carbon Dioxide Sensor and Transmitter: Single detectors, using solid-state infrared sensors, suitable over a temperature range of 23 to 130 degrees F (minus 5 to 54 degrees C), calibrated for 0 to 2 percent, with continuous or averaged reading, 4 to 20 mA output, and wall mounted.

I. Firestats:

1. Provide manual reset, fixed temperature line voltage type with a bi-metal actuated switch.

2. Switch shall have adequate rating for required load.

J. Current Sensing Relay:

1. Provide solid-state, adjustable, current operated relay. Provide a relay which changes switch contact state in response to an adjustable set point value of current in the monitored A/C circuit.

2. Adjust the relay switch point so that the relay responds to motor operation under load as an "on" state and so that the relay responds to an unloaded running motor as an "off" state. A motor with a broken belt is considered an unloaded motor.

3. Provide status device for all fans and pumps.

2.19 DUCT-MOUNTED SMOKE DETECTOR

A. Product Description: NFPA 72, ionization type with the following features:

1. Auxiliary SPDT relay contact.

2. Key-operated normal-reset-test switch.

3. Duct sampling tubes extending width of duct.

4. Visual indication of detector actuation.

5. Duct-mounted housing.

B. Furnish four-wire detector with separate power supply and signal circuits.

C. Coordinate with Fire Alarm Contractor and Electrical Contractor for input, output and power requirement.

2.20 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: In accordance with Division 26 requirements.

B. Motors: In accordance with Section 23 05 13.

C. Disconnect Switch: Factory mount disconnect switch on equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

B. Verify pneumatic tubing is clear of water, oil or other contaminants and compressed air supply has filter and dryer operating before installing control devices or actuators.

C. Verify air handling units and ductwork installation is complete and air filters are in place before installing sensors in air streams.

D. Verify location of thermostats and humidistats and other exposed control sensors with Drawings before installation.

E. Verify building systems to be controlled are ready to operate.

3.2 INSTALLATION

A. Install copper tubing at all locations except as follows:

1. In mechanical rooms, at installer's option, install bundled plastic tubing within equipment enclosure only.

B. Solder copper tubing joints except at instruments or equipment. Install compression fittings at instruments or equipment.

C. Install copper tubing concealed from view in finished spaces.

D. Install copper tubing exposed only in mechanical rooms and other unfinished spaces.

E. Install tubing mechanically attached to supporting surfaces.

F. Install sleeves through concrete surfaces in minimum one inch (25 mm) sleeves, extended 6 inches (150 mm) above floors and one inch (25 mm) below bottom surface of slabs.

G. Purge tubing with dry, oil-free compressed air before connecting control instruments.

H. Install instrument air tubing with check and hand valves to expansion tanks with Schraeder fittings and hose.

I. Install instrument air tubing with check and hand valves to chiller.

J. Install thermostats, humidistats, space temperature sensors and other exposed control sensors after locations are coordinated with other Work.

K. Install thermostats, humidistats, space temperature sensors and other exposed control sensors 60 inches (1 500 mm) above floor. Align with light switches and humidistats. Install freeze protection thermostats using flanges and element holders.

L. Install outdoor reset thermostats and outdoor sensors indoors, with sensing elements outdoors with sun shield.

M. Provide separable sockets for liquids and flanges for air bulb elements.

N. Install guards on thermostats in public areas.

O. Install control panels adjacent to associated equipment on vibration free walls or freestanding supports. Use one cabinet for each system. Install engraved plastic nameplates for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face. Label with appropriate equipment or system designation.

P. Install "hand/off/auto" selector switches to override automatic interlock controls when switch is in "hand" position.

Q. Install conduit, boxes and electrical wiring, etc. in accordance with Division 26 requirements.

R. Install all devices, sensors, etc. in sheet metal enclosures to prevent dust, dirt and water damage. Provide outdoor rated enclosures for devices exposed to weather.

3.3 ELECTRICAL WIRING AND MATERIALS

A. Install, connect and wire all equipment. This work includes providing required conduit, wire, fittings, backboxes, transformers and related wiring accessories.

B. Provide conduit and wiring between thermostats, aquastats and unit heater motors, all control and alarm wiring for all control and alarm devices for all Sections of Specifications.

C. Provide 120 volt, single phase, 60 hertz emergency power to every B.M.S. DDC Controller panel, HVAC/Mechanical Equipment Controller, PC console, power supply, transformer, annunciator, modems, printers and to other devices as required. It is the intent that the entire building management system except terminal equipment shall be operative under emergency power conditions in the building.

D. Provide status function conduit and wiring for equipment covered under this Section.

E. Provide conduit and wiring between the B.M.S. panels and the temperature, humidity, or pressure sensing elements, including low voltage control wiring in conduit.

F. Provide conduit and control wiring for all devices specified.

G. Provide conduit and signal wiring between motor starters/disconnect switches in motor control centers and high and/or low temperature relay contacts and remote relays in B.M.S. panels located in the vicinity of motor control centers.

H. Provide conduit and wiring between the PC workstation, electrical panels, metering instrumentation, indicating devices, miscellaneous alarm points, remotely operated contractors, and B.M.S. panels, as shown on the drawings or as specified.

I. All wiring to be compliant to local building code and the NEC.

J. Provide all conduit wiring for boiler systems, chillers, AC units, etc. as required for a complete and operational system.

K. Provide electrical wall box and conduits for all wall mounted devices.

L. Provide 120 Volt in the Telecom Closets on each floor for VAV boxes. The Contractor shall extend this wiring as required and provide all 120 volt to 24 volt transformers and wiring to each VAV box, controller, etc.

3.4 FIELD QUALITY CONTROL

A. General Conditions.

B. After completion of installation, test and adjust control equipment. Submit data showing set points and final adjustments of controls.

C. Test pneumatic systems to system pressure maximum of 30 psig (200 kPa). Check calibration of instruments. Recalibrate instruments out of calibration. Replace defective instruments.

3.5 DEMONSTRATION AND TRAINING

A. General Conditions.

B. Demonstrate complete operation of systems, including sequence of operation prior to Date of Substantial Completion.

C. Demonstrate complete and operating system to the Commissioner.

END OF SECTION 23 09 00

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SECTION 23 09 23

DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes control equipment and software.

1.2 SYSTEM DESCRIPTION

A. Automatic temperature controls field monitoring and control system using field programmable microprocessor based units.

B. Base system design and selection on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.

C. Provide computer software and hardware, operator input/output devices, control units, panels, local area networks (LAN), sensors, control devices, actuators and unit mounted control boards. All system hardware and software shall be BACnet compatible.

D. Provide controls for variable air volume terminals, steam heat coils, fans, air handlers, packaged units, and refrigerant condensers.

E. Provide control system devices consisting of thermostats, sensors, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories to operate mechanical systems, and to perform functions specified.

F. Provide installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

1.3 SUBMITTALS

A. Shop Drawings and Sequence of Operation: Required.

B. Product Data: Required.

C. Manufacturer's Installation Instructions: Required.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Required.

B. Operation and Maintenance Data: Required.

1.5 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for direct digital controls. 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 Manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 DIRECT DIGITAL CONTROLS

A. Manufacturers:

1. Automated Logic.

2. Or approved equal.

2.2 OPERATOR WORKSTATION (PORTABLE OPERATOR'S TERMINAL)

A. Manufacturers:

1. Dell Corporation.

2. IBM

3. Substitutions: Permitted.

B. Furnish device capable of accessing system data and capable of being connected to any point on system network or connected directly to any controller for programming, set-up, and troubleshooting.

C. Furnish IBM compatible notebook-style PC including software and hardware required with:

1. Processor: Intel Core 15 processor, 3.0 GHz, minimum

2. Hard Drive: 500 GB SATA Type

3. Memory: 4 GB DDR RAM

4. Wireless Card: internal.

5. Ports: Serial, parallel, network communications and USB.

6. Expansion Slots: 1 used for LAN card, 1 available.

7. LAN Card.

8. Touchpad

9. Keyboard.

10. Screen: 15 inch, minimum UXGA TFT display, color.

11. Operating System: Windows 7 Professional 8 latest.

12. Battery.

2.3 CONTROL UNITS

A. Units: Modular in design and consisting of processor board with programmable RAM memory, local operator access and display panel, and integral interface equipment.

B. Battery Backup: For minimum of 48 hours for complete system including RAM.

C. Control Units Functions:

1. Monitor or control each input/output point.

2. Completely independent with hardware clock/calendar and software to maintain control independently.

3. Acquire, process, and transfer information to operator station or other control units on network.

4. Accept, process, and execute commands from other control units or devices or operator stations.

5. Access both data base and control functions simultaneously.

6. Record, evaluate, and report changes of state or value occurring among associated points. Continue to perform associated control functions regardless of status of network.

7. Perform in stand-alone mode:

a. Start/stop.

b. Duty cycling.

c. Automatic Temperature Control.

d. Demand control via a sliding window, predictive algorithm.

e. Event initiated control.

f. Calculated point.

g. Scanning and alarm processing.

h. Full direct digital control.

i. Trend logging.

j. Global communications.

k. Maintenance scheduling.

D. Global Communications:

1. Broadcast point data onto network.

2. Transmit input/output points onto network.

E. Input/output Capability:

1. Discrete/digital input (contact status).

2. Discrete/digital output.

3. Analog input.

4. Analog output.

5. Pulse input.

6. Pulse output.

F. Monitor, control, or address data points. Include analog inputs, analog outputs, pulse inputs, pulse outputs and discrete inputs/outputs.

G. Furnish control units with minimum 30 percent spare capacity.

H. Upload/Download Capability: Download from or upload to operator station.

2.4 LOCAL AREA NETWORKS (LAN):

A. LAN Capacity: Not less than 60 stations or nodes.

B. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.

C. LAN Data Speed: Minimum 19.2 Kb.

D. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines using modems.

E. Transmission Median: Single pair of solid 24 gauge twisted, shielded copper cable.

F. Network Support: Furnish automatic reconfiguration when station is added or lost. In event transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

2.5 OPERATING SYSTEM SOFTWARE

A. Input-Output Capability From Operator Station:

1. Request display of current values or status in tabular or graphic format.
2. Command selected equipment to specified state.
3. Initiate logs and reports.
4. Change analog limits.
5. Add, delete, or change points within each control unit or application routine.
6. Change point input/output descriptors, status, alarm descriptors, and unit descriptors.
7. Add new control units to system.
8. Modify and set up maintenance scheduling parameters.
9. Develop, modify, delete or display full range of color graphic displays.
10. Automatically archive select data even when running third party software.
11. Capability to sort and extract data from archived files and to generate custom reports.
12. Support two printer operations.
13. Print alarms, operator acknowledgments, action messages, system alarms, operator sign-on and sign-off.
14. Print reports, page prints, and data base prints.
15. Select daily, weekly or monthly as scheduled frequency to synchronize time and date in digital control units. Accommodate daylight savings time adjustments.
16. Print selected control unit database.

B. Operator System Access: Via software password.

C. Furnish the following applications software:

1. Data base creation and support.
2. Dynamic color graphic displays.
   a. Utilizes custom symbols or system supported library of symbols.
   b. Minimum Sixteen (16) colors.

c. Minimum Sixty (60) outputs of real-time live dynamic data for each graphic.

d. Dynamic graphic data indicating current setpoints, sensor readings and equipment status.

e. Separate graphic pages for each piece of equipment, as well as floor plan.

f. Modify graphic screen refresh rate every 10 seconds, adjustable.

3. Alarm processing.

4. Event processing.

5. Automatic restart.

6. Messages.

7. Reports.

8. Parameter save-restore.

9. Data collection.

10. Graphic display.

11. Maintenance management.

12. Advisories.

D. Support the following control programs:

1. Demand limiting.

2. Duty cycling.

3. Temperature-compensated duty cycling.

4. Calculated points.

5. Event initiated programming.

6. Fine tuning direct digital control PID or floating loops.

7. Trend logging.

8. Time-of-day scheduling.

9. Calendar-based scheduling.

10. Holiday scheduling.

11. Temporary schedule overrides.

12. Automatic daylight savings time switch over.

E. Demand Controlled Ventilation

1. Optimal run time.
2. Supply air reset.
3. Enthalpy switch over and airside economizer controls.
4. Night setback and setup control.

2.6 CONTROL COMPONENT MANUFACTURERS

A. Manufacturers:

1. Honeywell, Building Control Solutions
2. Johnson Controls, Inc.
3. Siemens Building Technologies, Inc.
4. Or approved equal.

2.7 CONTROL PANEL ENCLOSURES

A. Furnish for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gages, pilot lights, push buttons and switches flush on cabinet panel face.

B. Construction: NEMA 250, Type 1steel enclosure.

C. Panel shall contain a transformer to convert the incoming 208/120V power to 24V power required by the controls system.

D. Covers: Continuous hinge, held closed by flush latch operable by key.

2.8 CONTROL SENSORS AND DEVICES

A. Thermostats

1. BACnet compatible, MS/TP networked thermostat.
2. Provide two outputs, proportional 0 – 10 VDC.
3. Provide thermostat mounted user interface, backlit with LCD display. User interface shall allow space temperature setpoint adjustment over a 4°F range.

B. CO_2 Sensors

1. Provide a wall mounted CO_2 sensor and transmitter.

2. 4 to 20 ma. linear output over range of 0 to 2,000 ppm of carbon dioxide for interface to DDC control system.

3. Sensor shall be similar to Johnson Controls CARBOCAP Single-Beam Dual-Wavelength design.

C. Airflow Measuring Station

1. Provide duct mounted thermal dispersion type airflow measuring system, including computing station and probes.

2. Each computing station shall be capable of connecting up to four probes.

3. Provide airfoil shaped aluminum probes sized to fully cover duct into which they are mounted. Each sensor shall consist of thermistors for temperature and velocity, mounted to a printed circuit board.

4. Communications between probes and AMS shall be by Cat5e cabling, shielded and plenum rated.

D. Humidity Sensors

1. Provide duct mounted humidity sensors, 1.0k ohm nickel sensor type ± 2% accuracy.

2. Sensor casing shall be of all-polymer material.

3. Provide sensor with 0-5 VDC output.

E. Pressure Transmitter

1. Provide duct mounted pressure transmitters, with an analog output signal proportional to velocity pressure.

2. Sensor range shall be 0 to 1.5 in.wc, ± 1% accuracy.

3. Provide sensor with 0.5 to 4.5 VDC output.

F. Actuators

1. Actuators shall be electric, spring return type, directly mounted to valve or damper shaft.

2. Actuator covers shall be NEMA 2 type for indoor use.

3. Actuators shall operate on 24VDC power, and be suitable for steam valves.

4. Stroke: 90 seconds end to full stroke, 15 seconds spring return to normal position.

5. Torque: size for minimum 150% of required duty.

G. Freezestats

1. Provide digital freezestats with 10k ohm thermistor probes. Probe shall be 10 ft. long, min.

2. Freezestats shall operate on 24VDC, and comply with UL873.

3. Delay time shall be adjustable from 1 – 10 minutes. Temperature threshold shall be adjustable between 30°F and 75°F.

4. Relay circuit shall be normally de-energized. If the temperature falls below the threshold for the programmed period of time, relay shall close and initiate freezestat shutdown sequence.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install control units and other hardware as indicated on the drawings, at all air terminal units, rooftop units, air handlers, condensing units, and elsewhere as required to provide a fully functional system in accordance with the construction documents intent.

B. Install software in control units and in operator workstation. Implement features of programs to specified sequence of operation. See sheet M-001 for more information.

C. Install electrical material and installation in accordance with appropriate requirements of Division 26. Contractor is required to provide power to control panel where indicated on the electrical drawings. Contractor is responsible for all low-voltage wiring and pathways.

D. Start and Commission Systems: Required.

E. Demonstration and Training: Provide 20 hours of instruction.

END OF SECTION 23 09 23

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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SECTION 23 09 93

SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes points to be connected to DDC control system.

B. Related Sections:

1. Section 23 09 00 - Instrumentation and Control for HVAC: For equipment, devices, and system components to implement sequences of operation.

2. Section 23 09 23 - Direct-Digital Control System for HVAC: For equipment, devices, system components, and software to implement sequences of operation.

3. All sections related to products requiring control and monitoring.

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate mechanical system controlled and control system components.

1. Label with settings, adjustable range of control and limits. Submit written description of control sequence.

2. Submit flow diagrams for each control system, graphically depicting control logic.

3. Submit draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.

4. Coordinate submittals with information requested in Section 23 09 00 and 23 09 23.

1.3 CLOSEOUT SUBMITTALS

A. General Conditions - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Record actual locations of components and set points of controls, including changes to sequences made after submission of shop drawings.

PART 2 – PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 POINTS TO BE CONNECTED TO DDC SYSTEM

A. Air Handling Units:

1. Refer to Sequences of Operations

B. Air Conditioning Units and Supplemental Cooling Units:

1. Start/ Stop and running Status
2. Room temperature setpoint and actual temperature
3. Common alarm

C. Return fans:

1. Start/Stop and running Status
2. Interlock with respective system
3. Alarm failure on start/stop
4. Flow Rate

D. VAV Boxes:

1. Space Temperature
2. Flow Rate
3. Damper position and associated radiator valve position (if applicable)

E. Miscellaneous HVAC Points:

1. Outdoor air temperature and relative humidity
2. Variable Frequency Drives - General Fault

3.2 VARIABLE VOLUME AIR HANDLING UNITS

A. Safeties:

1. Automatic Operation: When alarmed, smoke detectors will stop the supply air and (through software interlock) the return air fan. When smoke condition is cleared and detectors are reset, the system resumes normal operation.

2. Fan Failure Operation: The supply fan shall shut down upon a high discharge pressure (sensed by duct pressure sensor) or amperage out-of-range condition and shall stop the associated return fan through software interlock. The return fan shall shut down upon an amperage out-of-range condition and shall stop the associated supply fan through software interlock. Once the fans have been shut down, manual reset, through a push button located at the DDC Panel, is required to restart them. Target amperage ranges shall vary according to VFD frequency setting.

B. Unit Off:

1. Upon unit shutdown on schedule or a command from BAS, the fan motors will be de-energized, the air handling unit's outside air dampers and spill air dampers will close; the return air dampers will open; the 1/3 steam control valve will open.

C. Fan Start:

1. During any mode of operation, when the fans are started, the following sequence shall be used. The supply air fan of the air handling unit shall be started. All dampers shall be in the normal positions (100% recirculation air). The return air fan will be started through software interlock. The supply and return air fans shall start with their respective variable speed drives at minimum flow position and remain at minimum flow for sixty seconds (adjustable).

D. Unoccupied Mode:

1. During the unoccupied mode of operation, as determined from the BMS time/day schedule, the unit will monitor the space temperature from wall mounted temperature sensors. When the average space temperature is within range of the setback heating (65°F-adj.) and cooling (80°F-adj.) setpoints, the unit will remain in the "Unit Off" configuration.

2. Upon drop in average space temperature below the heating setback setpoint, BMS shall open all terminal boxes fully, and monitor the steam supply temperature. When the steam temperature is above 150°F (adjustable), the BMS shall activate the supply and return fans at full speed, and with dampers configured for 100% recirculation of air. When the steam temperature falls below 150°F (adjustable), the fans shall stop. When the setback temperature setpoint is satisfied, the unit shall return to the "Unit Off" mode.

3. Upon a raise in average space temperature above the cooling setback setpoint, BMS shall open all terminal boxes fully and activate the supply and return fans at full speed, and with dampers configured for 100% recirculation of air. The condensing unit shall be active and control cooling stages, hot gas bypass, and refrigerant safeties similar to normal operation. When the setback temperature setpoint is satisfied, the unit shall return to the "Unit Off" mode.

4. Single Zone Heat - If any zone temperature sensor indicates that the space has dropped below 50°F (adjustable), all other terminal boxes shall close to the minimum position. Fans shall operate based on normal VFD duct pressure settings and steam heat valves shall open. When the zone temperature has been raised above the emergency heat setpoint, the unit shall return to the Unoccupied Mode.

E. System Set-Up:

1. System Set-Up mode shall be determined by the BMS via schedule or optimization programming, both control types shall be available. During Set-Up mode, the outdoor and spill air dampers shall remain closed and the return dampers shall remain open to provide 100% recirculated air. Fans shall start.

2. In cooling mode, the economizer controls shall compare return air enthalpy to outdoor air enthalpy to determine if partial free cooling is available. If outdoor air will be used for cooling, outdoor and spill air dampers shall open and return air dampers shall close. When the Set-Up cooling setpoint temperature is satisfied, the system shall enter the occupied mode. Fans shall continue to run.

3. In cooling mode, the discharge air temperature sensor (56°F – adj.), shall control the operation of the associated condensing unit. Cooling stages and hot gas bypass control shall be via the local condensing unit controller. When the Set-Up cooling setpoint temperature is satisfied, the system shall enter the occupied mode. Fans shall continue to run.

4. In heating mode, both steam valves shall open and the BMS shall monitor the steam supply temperature. When the steam temperature is below 150°F (adjustable), the fans shall operate at the minimum speed. When the steam temperature is above 150°F, the fans shall operate at the maximum speed. When the Set-Up heating setpoint temperature is satisfied. The system shall enter the occupied mode. Fans shall continue to run.

5. During system start up in winter, the economizer cycle will be locked out for five minutes (adjustable) to prevent unstable operation of the maximum outside air damper.

F. Occupied Mode:

1. Occupied Mode shall be determined by the BMS via schedule or by the conclusion of the Set-Up Mode, both control types shall be available. During the Occupied mode, the outdoor and spill air dampers shall open, the maximum return air damper shall remain open and the minimum return air damper shall close to provide the minimum required outdoor air. Fans shall start. Outdoor air shall be determined by calculation using the return fan airflow and the total of airflows measured at the terminal boxes.

2. The ventilation airflow setpoint shall be continuously variable via demand controlled ventilation. When the differential CO_2 concentration (return air minus outdoor air) is less than the differential setpoint (400 ppm – adj.), the ventilation air quantity shall be reduced by modulating the maximum return air damper open. When the differential CO_2 concentration is more than the differential setpoint, the ventilation air quantity shall be increased by modulating the maximum return air damper closed.

G. Static Pressure Control:

1. Static pressure sensor, located at the most remote VAV box, or as indicated on the plan, shall modulate the supply fan variable speed drive to maintain the static pressure setpoint. The numerical value of the setpoint is based on supplying rated air flow to the most remote VAV box. The system shall have supply air dynamic static pressure reset capabilities to reduce fan energy. The system shall confirm VAV box damper positions and adjust the static pressure setpoint to maintain proper air flow at all VAV boxes and reduce excessive throttling at VAV boxes.

2. To maintain the floor under a positive pressure, the supply air fan's air flow is tracked by a volumetric tracking system, which maintains a constant air flow differential between the supply and return air fans. Air measuring devices in the supply air terminal boxes and return air fan will modulate the return fan's variable speed drive to maintain the differential air flow.

H. Seasonal Mode:

1. There are two seasonal modes of operation: "Heating Season" and "Cooling Season". System operation is automatically indexed to "Cooling Season" when program verifies that the outdoor air temperature is above 61 °F, as sensed by the weather monitoring station. When the outdoor air temperature is between 55°F and 60°F, 100% outside air will be used for cooling; below 56°F, outside air temperature program indexes system to "Heating Season". These modes may also be manually commanded at the console keyboard. Below 56°F, mechanical cooling shall not be used.

2. The air handling unit system's air discharge temperature is maintained at a given setpoint for the heating and cooling season:

   Heating Season – 60°F (adjustable)
   Cooling Season – 55°F (adjustable)

I. Heating:

1. To maintain discharge air temperature setpoint in the "Heating Season", the discharge air temperature sensor will, through a three mode (P + I + D), direct acting fan discharge temperature software controller, modulate in sequence, the automatic dampers for economizer control-maximum return air damper, and the

heat coil control valves in sequence as the weather becomes colder. This sequence is reversed as weather becomes warmer; when the outdoor weather temperature becomes warm enough for the "Cooling Season", mechanical cooling will be used to maintain discharge air temperature setpoint. The condensing unit controls shall operate cooling stages, hot gas bypass and refrigerant safeties.

2. When the system is in Heating Mode, the BMS shall monitor the steam supply temperature continuously. When the steam temperature is above 150°F (adjustable), the electric pre-heat coil shall be locked out of operation. When the steam supply is below the setpoint temperature, the electric pre-heat coil shall energize and shall operate SCR controls to maintain the mixed air temperature at 60°F (adjustable).

3. When heat is called for, and the steam temperature is below 150 °F, the controls shall increase the return airflow rate. All VAV boxes that are not at maximum flow should be increased in 1% increments during this mode of operation.

J. Cooling:

1. To maintain discharge air temperature in the cooling season, the discharge air temperature sensor will, through a three mode (P + I + D), direct acting temperature software controller, activate DX cooling stages to maintain the discharge temperature setpoint of 55°F (adjustable). Above 65°F the maximum return air damper will be open, the minimum return air damper will be closed.

K. Economizer – 100% Outside Air for Cooling:

1. The economizer cycle, set for 100% outside air, will be operative whenever the outside air temperature is between 55°F and 60°F. (adj.). Below 55°F the air handler will be in heating mode. Above 61°F the air handler will be in cooling mode. For the economizer cycle at 100% outside air, the minimum and maximum return air dampers will be closed, the outside air dampers will be open, and the spill air dampers will be open. The discharge air temperature sensor will, through a three-mode (P + I + D), direct acting fan discharge temperature software controller, activate DX cooling stages to maintain the setpoint. For outside temperature below 54°F, the controller shall modulate the maximum return air damper to maintain setpoint during economizer cycle in the heating mode.

L. Zone Control Temperature Reset:

1. DDC system shall poll damper position of VAV boxes to determine if supply air discharge setpoint can be reset up in 1°F increments to allow for energy savings during the cooling mode.

2. DDC system shall poll damper position of VAV boxes to determine if supply air discharge setpoint can be reset down in 1°F increments to allow for energy savings during the heating mode.

M. Smoke Exhaust:

1. Smoke exhaust shall be manually started/stopped at the Operator's Interface Station or the Fire Alarm Control Panel (Division 26). Coordinate all interface requirements with Electrical Contractor for proper sequencing of fans, dampers, etc.

2. Smoke exhaust startup will command controller to bypass the return fan VFD to run fan on-line voltage at 100% speed, energize switches to close the return air dampers and open the spill air dampers.

3. Coordinate override requirements of Fire Alarm System with Division 16.

N. Indication:

1. System Monitoring: The DDC system will monitor: temperature transmitters, mixed air temperature, supply air temperature, return air temperature, outside air temperature; static pressure transmitter, supply and return air flow, outdoor air flow, fan status, air flow measuring stations, VAV box CFMs, Fire Alarm Status (shutdown and purge), Dirty Filter Alarm, High and Low Pressure Alarm.

O. Alarms:

The following alarms will be displayed at the DDC System Console:

	ATC Item	*Alarm Setpoint (adj.)*
1)	Dirty Air Filters	1.25" w.g.
2)	Supply Air Fan Failure	Amp Range
3)	Return Air Fan Failure	Amp Range
4)	Winter Discharge Air	95°F; 52°F High/Low
5)	Electric Heat Coil	Amp Range
6)	Static Pressure (varies per system)	1.5" w.g.
7)	Safety Shutdown	
8)	Smoke Exhaust	
9)	CFM Differential	
10)	VFD Fault Indication	
11)	Carbon Dioxide Level	1000 ppm

	ATC Item	*Alarm Setpoint (adj.)*
12)	Outdoor Air Flow Rate	<50% of minimum outdoor flow rate as indicated in Contract Schedule
13)	Supply Air Flow Rate	
14)	Return Air Flow Rate	

3.3 VAV BOXES

A. Controls for Variable Air Volume Terminal Units - Cooling Only:

1. The VAV terminal box controller monitors the space temperature sensor and velocity sensor. The controller shall modulate the cold supply air damper to maintain the desired room temperature. If the space temperature is below its adjustable 75° setpoint, the primary air damper shall modulate to its minimum position. As the space temperature rises above its setpoint, the primary damper shall modulate open.

2. The supply air volume will be limited by its minimum and maximum supply air volume settings.

3. When the air handling system is in warm-up mode or cool-down mode, the primary air damper shall be fully open.

4. The damper motor and controls shall be furnished by the ATC contractor, for installation by the VAV box manufacturer at its factory.

5. All VAV terminal units shall be addressable from the standalone controllers.

6. VAV controls shall include auto changeover. When primary air is above 65°, VAV box shall increase primary air on call for heat and vice versa.

3.4 SUPPLEMENTAL AC UNITS

A. AC units shall run 24 x 7 days a week and shall be under the control of the AC unit controller.

B. Status of AC units shall be monitored at BAS.

C. General Alarm shall be monitored at BAS.

D. Provide separate room temperature sensor and controller to monitor room temperature for alarm.

3.5 TYPICAL EXHAUST FAN CONTROL

A. When the exhaust fan is off, its associated spill air damper or intake damper shall be closed. When the exhaust fan is on, its associated dampers shall open.

B. Start/stop programming of all such fans shall be programmable from the BAS.

3.6 VARIABLE FREQUENCY DRIVES (VFD)

A. VFD's shall have four distinct modes of operation:

1. OFF – VFD and motor are off.

2. HAND – VFD output is manually controlled via speed selector input on drive.

3. AUTO – VFD output is controlled by BAS.

4. BYPASS – Drive Electronics are bypassed and unit acts as an across-the-line-starter operating at 100% speed. This allows for maintenance of drive while motor is still operating and also smoke purge mode.

B. VFD's shall have full communication capabilities with the BAS. Provide all interfaces, gateways, etc. as required for communications between the VFD's and BAS.

END OF SECTION 23 09 93

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SECTION 23 22 13

STEAM AND CONDENSATE HEATING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Low pressure steam piping.
2. Low pressure steam condensate piping.
3. Unions and flanges.
4. Valves.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B16.3 - Malleable Iron Threaded Fittings.
2. ASME B16.4 - Gray Iron Threaded Fittings.
3. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
4. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
5. ASME B31.1 - Power Piping.
6. ASME B31.9 - Building Services Piping.
7. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

B. ASTM International:

1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High- Temperature Service.
3. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.

4. ASTM B32 - Standard Specification for Solder Metal.

5. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

6. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

C. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

2. AWS D1.1 - Structural Welding Code - Steel.

D. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.

2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.

3. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.

4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.

5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.

6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.

7. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

8. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

1.3 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections whenever jointing dissimilar metals in open systems.

B. Provide flanges, union, and couplings at locations requiring servicing. Use unions, flanges, and couplings downstream of valves and at equipment or apparatus connections. Do not use direct welded or threaded connections to valves, equipment or other apparatus.

C. Provide pipe hangers and supports in accordance with ASME B31.1.

D. Use ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

E. Use horizontal swing check valves for vacuum breakers and discharge of steam traps.

F. Use 3/4 inch ball valves with cap for blow downs at strainers.

G. Use 3/4 inch ball valves with cap for drains at main shut-off valves, low points of piping, bases of vertical risers, and at equipment.

1.4 SUBMITTALS

A. Shop Drawings: Indicate schematic layout of piping system, including equipment, critical dimensions, and sizes.

B. Product Data:

1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.

2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.

3. Hangers and Supports: Submit manufacturers catalog information including load capacity.

C. Test Reports: Indicate results of piping system pressure test.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves, equipment and accessories.

B. Operation and Maintenance Data: Submit instructions for installation and changing components, spare parts lists, exploded assembly views.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 LOW PRESSURE STEAM PIPING, 15 PSIG MAXIMUM

A. Steel Pipe: ASTM A53/A53M, Schedule 40, black.

1. Fittings: ASME B16.3 malleable iron Class 125, or ASTM A234/A234M forged steel Class 125.

2. Joints: Threaded for pipe 2 inches and smaller; welded for pipe 2-1/2 inches and larger.

2.2 LOW PRESSURE STEAM CONDENSATE PIPING

A. Steel Pipe: ASTM A53/A53M, Schedule 80, black.

1. Fittings: ASME B16.3 malleable iron Class 125, or ASTM A234/A234M forged steel Class 125.

2. Joints: Threaded for pipe 2 inches and smaller; welded for pipe 2-1/2 inches and larger.

2.3 UNIONS AND FLANGES

A. Unions for Pipe 2 inches and Smaller:

1. Ferrous Piping: Class 150, malleable iron, threaded.

2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

B. Flanges for Pipe 2-1/2 inches and Larger:

1. Ferrous Piping: Class 150, forged steel, slip-on flanges.

2. Gaskets: 1/16 inch thick preformed neoprene gaskets.

2.4 GATE VALVES

A. Manufacturers:

1. Crane Valve, North America

2. Hammond Valve

3. Milwaukee Valve Company

4. NIBCO, Inc.

5. Stockham Valves & Fittings

6. Approved Equal

B. 2 inches and Smaller: MSS SP 80, Class 125, bronze body, bronze trim, threaded bonnet, non-rising stem, inside screw, solid wedge disc, threaded ends.

C. 2-1/2 inches and Larger: MSS SP 70, Class 125, cast iron body, bronze trim, bolted bonnet, non-rising stem, hand-wheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends.

2.5 BALL VALVES

A. Manufacturers:

1. Crane Valve, North America
2. Hammond Valve
3. Milwaukee Valve Company
4. NIBCO, Inc.
5. Stockham Valves & Fittings.
6. Approved Equal

B. 2 inches and Smaller: MSS SP 110, Class 150, bronze, two piece body, type 316 stainless steel ball with vent hole, full port, reinforced teflon seats, stainless steel stem, threaded ends, lever handle.

2.6 CHECK VALVES

A. Spring Loaded Check Valves:

1. Manufacturers:
   a. Crane Valve, North America
   b. Hammond Valve
   c. Milwaukee Valve Company
   d. NIBCO, Inc.
   e. Stockham Valves & Fittings
   f. Approved Equal
2. 2 inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, Buna-N disc, integral seat, solder or threaded ends.

3. 2-1/2 inches and Larger: MSS SP 71, Class 125, wafer style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs. [Bevel plain end ferrous pipe.]

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.2 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Install steam supply and steam condensate return piping in accordance with ASME B31.1.

B. Route piping parallel to building structure and maintain gradient.

C. Install piping to conserve building space, and not interfere with use of space.

D. Group piping whenever practical at common elevations.

E. Sleeve pipe passing through partitions, walls and floors.

F. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping.

G. Install pipe identification in accordance with Section 23 05 53.

H. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

I. Provide access where valves and fittings are not exposed.

J. Slope steam supply piping one inch in 40 feet in direction of flow. Use eccentric reducers to maintain bottom of pipe aligned.

K. Slope steam condensate piping one inch in 40 feet. Use eccentric reducers to maintain bottom of pipe aligned.

L. Provide drip trap assembly at low points, risers, changes in elevation and before control valves.

M. Run condensate lines from trap to nearest condensate receiver. Provide loop vents over trapped sections.

N. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.

O. Install valves with stems upright or horizontal, not inverted.

P. Insulate piping; refer to Section 23 07 00.

3.3 FIELD QUALITY CONTROL

A. Test low pressure steam supply piping and low pressure steam condensate piping in accordance with ASME B31.9.

END OF SECTION 23 22 13

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
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SECTION 23 22 16

STEAM AND CONDENSATE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Flexible connectors.
2. Pressure gages.
3. Pressure gage taps.
4. Strainers.
5. Steam traps.
6. Steam air vents.
7. Steam safety valves.

B. Related Sections:

1. Section 23 22 13 - Steam and Condensate Heating Piping: Execution requirements for piping connections to products specified by this section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:

1. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element.
2. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

B. ASTM International:

1. ASTM A105/A105M - Standard Specification for Carbon Steel Forgings for Piping Applications.
2. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
3. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service.

4. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.

C. Underwriters Laboratories Inc.:

1. UL 393 - Indicating Pressure Gauges for Fire-Protection Service.

2. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service.

1.3 PERFORMANCE REQUIREMENTS

A. Steam Traps:

1. Select to handle minimum of two times maximum condensate load of apparatus served.

2. Pressure Differentials:

a. Low Pressure Systems 5 psi and less: 1/4 psi.

1.4 SUBMITTALS

A. Product Data: Submit for manufactured products and assemblies used in this Project.

1. Manufacturer's data [and list] indicating use, operating range, total range, accuracy, and location for manufactured components.

2. Submit product description, model, dimensions, component sizes, rough-in requirements, service sizes, and finishes.

3. Submit schedule indicating manufacturer, model number, size, location, rated capacity, load served, and features for each piping specialty.

4. Submit electrical characteristics and connection requirements.

B. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures, application, selection, and hookup configuration. Include pipe and accessory elevations.

C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and instrumentation.

B. Operation and Maintenance Data: Submit instructions for calibrating instruments, installation instructions, assembly views, servicing requirements, lubrication instruction, and replacement parts list.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' experience.

B. Installer: Company specializing in performing Work of this section with minimum three years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept piping specialties on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

C. Protect systems from entry of foreign materials by temporary covers, caps and closures, completing sections of the work, and isolating parts of completed system until installation.

1.8 FIELD MEASUREMENTS

A. Verify field measurements before fabrication.

1.9 EXTRA MATERIALS

A. Furnish two pressure gages and thermometers.

B. Furnish two service kits for each size and type of steam trap.

PART 2 - PRODUCTS

2.1 FLEXIBLE CONNECTORS

A. Corrugated stainless steel hose with single layer of stainless steel exterior braiding, minimum 9 inches long with copper tube ends; for maximum working pressure 300 psig.

2.2 PRESSURE GAGES

A. Gage: ASME B40.1, UL 393 with bourdon tube, rotary brass movement, brass socket, front calibration adjustment, black scale on white background.

1. Case: Stainless steel.

2. Bourdon Tube: Type 316 stainless steel.

3. Dial Size: 2 inch diameter.

4. Mid-Scale Accuracy: two percent.

5. Scale: PSI.

2.3 PRESSURE GAGE TAPS

A. Needle Valve: Stainless Steel, 1/4 inch NPT for minimum 300 psi.

B. Siphon: Stainless Steel, 1/4 inch NPT angle or straight pattern.

2.4 STRAINERS

A. Size 2 inches and Smaller:

1. Screwed brass or iron body for 175 psig working pressure, Y pattern with 1/32 inch stainless steel perforated screen.

B. Size 2-1/2 inches to 4 inches:

1. Flanged iron body for 175 psig working pressure, Y pattern with 3/64 inch stainless steel perforated screen.

2.5 FLOAT AND THERMOSTATIC TRAPS

A. Trap:

1. Construction: ASTM A126, cast iron or semi-steel body and bolted cover, stainless steel or bronze bellows type air vent, stainless steel or copper float, stainless steel lever and valve assembly

2. Rating: 30 psig WSP.

3. Features: Access to internal parts without disturbing piping, bottom drain plug.

4. Accessories: Gage glass with shut-off cocks.

2.6 THERMOSTATIC TRAPS

A. Pressure Balanced:

1. Trap: brass body and bolted or screwed cover for 125 psig WSP. Phosphor bronze bellows, stainless steel valve and seat; integral stainless steel strainer.

2.7 STEAM AIR VENTS

A. 125 psig WSP:

1. Balanced Pressure Type: Cast brass body and cover; access to internal parts without disturbing piping; stainless steel bellows, stainless steel valve and seat.

2.8 SAFETY RELIEF VALVES

A. Valve: Bronze body, stainless steel valve spring, stem, and trim, direct pressure actuated, capacities ASME certified and labeled.

B. Accessories: Drip-pan elbow.

PART 3 - EXECUTION

3.1 INSTALLATION - GAGES

A. Install pressure gages with pulsation dampers. Provide needle valve or ball valve to isolate each gage. Extend nipples to allow clearance from insulation.

B. Provide instruments with scale ranges selected according to service with largest appropriate scale.

C. Install gages in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.

D. Adjust gages to final angle, clean windows and lenses, and calibrate to zero.

3.2 INSTALLATION - STEAM SYSTEM SPECIALTIES

A. Steam Traps:

1. Provide minimum 3/4 inch size on steam mains and branches.

2. Install with union or flanged connections at both ends.

3. Provide gate valve and strainer at inlet, and gate valve [and check valve] at discharge.

4. Provide minimum 10 inch long, line size dirt pocket between apparatus and trap.

B. Install thermostatic steam traps on the following pieces of equipment:

1. Steam radiation units.

2. Convectors.

3. Other similar terminal heating units.

C. Install float and thermostatic steam traps on the following pieces of equipment:

1. Heating coils.

2. Main headers.

3. Branch lines.

3.3 PROTECTION OF INSTALLED CONSTRUCTION

A. Remove thermostatic elements from steam traps during temporary and trial usage, and until system has been operated and dirt pockets cleaned of sediment and scale.

B. Do not install steam pressure gauges until after systems are pressure tested.

END OF SECTION 23 22 16

SECTION 23 23 00

REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Refrigerant piping.
2. Unions, flanges, and couplings.
3. Refrigerant moisture and liquid indicators.
4. Valves.
5. Refrigerant strainers.
6. Refrigerant pressure regulators.
7. Refrigerant pressure relief valves.
8. Refrigerant filter-driers.

1.2 REFERENCES

A. Related specification sections:

1. Section 23 07 00 – HVAC Insulation
2. Section 23 05 29 – Hangers and Supports for HVAC Piping and Equipment
3. Section 23 05 48 – Noise and Vibration Controls for HVAC Piping and Equipment
4. Section 23 05 49 – Seismic Provisions and Seismic Restraints

B. Air-Conditioning and Refrigeration Institute:

1. ARI 710 - Liquid-Line Driers.
2. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter Dryers.
3. ARI 750 - Thermostatic Refrigerant Expansion Valves.
4. ARI 760 - Solenoid Valves for Use with Volatile Refrigerants.

C. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 15 - Safety Code for Mechanical Refrigeration.

D. American Society of Mechanical Engineers:

1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.

3. ASME B31.5 - Refrigeration Piping.

4. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

E. ASTM International:

1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

2. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.

3. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

F. American Welding Society:

1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

2. AWS D1.1 - Structural Welding Code - Steel.

G. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.

2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.

3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

H. Underwriters Laboratories Inc.:

1. UL 429 - Electrically Operated Valves.

1.3 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.

B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves or equipment.

C. Provide pipe hangers and supports in accordance with ASME B31.5, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.

D. Provide receivers on systems 15 tons and larger, sized to accommodate pump down charge.

1.4 SUBMITTALS

A. Shop Drawings: Indicate layout of refrigeration piping system, including equipment, critical dimensions, and sizes.

B. Product Data:

1. Piping: Submit data on pipe materials, fittings, and accessories.

2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.

3. Refrigerant Specialties: Submit manufacturers catalog information including capacity, component sizes, rough-in requirements and service sizes for all refrigerant piping specialties.

C. Design Data: Indicate pipe size. Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.

D. Test Reports: Indicate results of piping system pressure test. Contractor shall prepare and submit a Certificate of Test in accordance with NYCMC.

E. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures and isolation.

F. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves, equipment and refrigerant accessories.

B. Operation and Maintenance Data: Submit instructions for installation and changing components, spare parts lists, exploded assembly views.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.5 code for installation of refrigerant piping systems.

B. Perform Work in accordance with manufacturer's recommendations and applicable code for welding hanger and support attachments to building structure.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

B. Fabricator or Installer: All work shall be performed by skilled workers. The Contactor or Sub-contractor perfuming the work of this section must have completed refrigerant piping installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

C. Design piping system under direct supervision of manufacturer's Engineer experienced in design of this Work and licensed in State of New York.

1.8 DELIVERY, STORAGE AND HANDLING

A. Dehydrate and charge refrigeration components including piping and receivers, seal prior to shipment. Maintain seal until connected into system.

B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 MAINTENANCE MATERIALS

A. Furnish two (2) refrigerant oil test kits each containing everything required for conducting one test.

1.11 EXTRA MATERIALS

A. Furnish two (2) refrigerant filter-dryer cartridges of each type.

PART 2 - PRODUCTS

2.1 REFRIGERANT PIPING

A. Copper Tubing: ASTM B280, Type ACR hard drawn or annealed.

1. Fittings: ASME B16.22 wrought copper.

2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees F.

B. Copper Tubing to 7/8 inch OD: ASTM B88, Type K, annealed.

1. Fittings: ASME B16.26 cast copper, compression type.

2. Joints: Flared.

C. Steel Pipe: ASTM A53/A53M, Grade B, Schedule 40, black

1. Fittings: ASME A234/A234M forged steel welding type.

2. Joints: Welded.

2.2 UNIONS, FLANGES, AND COUPLINGS

A. 2 inches and Smaller:

1. Copper Pipe: Bronze, brazed joints.

B. 2-1/2 inches and Larger:

1. Ferrous Piping: 150 psig forged steel, slip-on.

2. Copper Piping: Bronze.

3. Gaskets: 1/16 inch thick preformed neoprene.

C. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 REFRIGERANT MOISTURE AND LIQUID INDICATORS

A. Manufacturers: Subject to the requirement of the manufacturer for refrigeration machine, the following products may be incorporated into the project:

1. Alco Controls Div, Emerson Electric Co.
2. Parker Hannifin Corp., Refrig. & Air Cond. Div.
3. Sporlan Valve Co.
4. Or approved equal.

B. Indicators:

1. Port: Single, UL listed.
2. Body: Copper or brass, flared or solder ends.
3. Sight glass: Color-coded paper moisture indicator with removable element cartridge and plastic cap.
4. Maximum working pressure: 500 psig
5. Maximum working temperature: 200 degrees F.

2.4 VALVES

A. Manufacturers: Subject to the requirement of the manufacturer for refrigeration machine, the following products may be incorporated into the project:

1. Alco Controls Div, Emerson Electric Co.
2. Parker Hannifin Corp., Refrig. & Air Cond. Div.
3. Sporlan Valve Co.
4. Or approved equal.

2.5 REFRIGERANT STRAINERS

A. Manufacturers: Subject to the requirement of the manufacturer for refrigeration machine, the following products may be incorporated into the project:

1. Alco Controls Div, Emerson Electric Co.
2. Parker Hannifin Corp., Refrig. & Air Cond. Div.
3. Sporlan Valve Co.
4. Or approved equal.

B. Straight Line or Angle Line Type:

1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass.

2. Maximum working pressure: 430 psig.

C. Straight Line, Non-Cleanable Type:

1. Steel shell, copper plated fittings, stainless steel wire screen.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.2 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Route piping parallel to building structure and maintain gradient.

B. Install piping to conserve building space, and not interfere with use of space.

C. Group piping whenever practical at common elevations.

D. Sleeve pipe passing through partitions, walls and floors.

E. Install pipe identification in accordance with Section 23 05 53.

F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

G. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors.

H. Arrange refrigerant piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.

I. Flood refrigerant piping system with nitrogen when brazing.

J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.

K. Prepare unfinished pipe, fittings, supports, and accessories, ready for finish painting.

L. Install valves with stems upright or horizontal, not inverted.

M. Insulate piping.

N. Provide replaceable cartridge filter-dryers, with isolation valves and bypass with valve.

O. Locate expansion valve sensing bulb immediately downstream of evaporator on suction line.

P. Provide external equalizer piping on expansion valves with refrigerant distributor connected to evaporator.

Q. Install flexible connectors at right angles to axial movement of compressor, parallel to crankshaft.

R. Provide electrical connection to solenoid valves.

S. Fully charge completed system with refrigerant after testing.

T. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.

U. Install refrigerant piping in accordance with ASME B31.5.

3.3 INSTALLATION - REFRIGERANT SPECIALTIES

A. Refrigerant Liquid Indicators:

1. Install line size liquid indicators in main liquid line downstream of condenser.

2. When receiver is provided, install line size liquid indicators in liquid line downstream of receiver.

3. Install line size liquid indicators downstream of liquid solenoid valves.

B. Refrigerant Valves:

1. Install service valves on compressor suction and discharge.

2. Install gage taps at compressor inlet and outlet.

3. Install gage taps at hot gas bypass regulators, inlet and outlet.

4. Install check valves on compressor discharge.

5. Install check valves on condenser liquid lines on multiple condenser systems.

6. Install refrigerant charging valve in liquid line between receiver shut-off valve and expansion valve.

C. Strainers:

1. Install line size strainer upstream of each automatic valve.
2. Where multiple expansion valves with integral strainers are used, install single main liquid-line strainer.
3. On steel piping systems, install strainer in suction line.
4. Install shut-off valves on each side of strainer

D. Install pressure relief valves on ASME receivers. Install relief valve discharge piping to terminate outdoors.

E. Filter-Dryers:

1. Install permanent filter-dryers in low temperature systems.
2. Install permanent filter-dryer in systems containing hermetic compressors.
3. Install replaceable cartridge filter-dryer vertically in liquid line adjacent to receivers.
4. Install replaceable cartridge filter-dryer upstream of each solenoid valve.

F. Solenoid Valves:

1. Install in liquid line of systems operating with single pump-out or pump-down compressor control.
2. Install in liquid line of single or multiple evaporator systems.
3. Install in oil bleeder lines from flooded evaporators to stop flow of oil and refrigerant into suction line when system shuts down.

3.4 FIELD QUALITY CONTROL

A. Test refrigeration system in accordance with ASME B31.5.

B. Pressure test refrigeration system with dry nitrogen to 200 psig.

C. Repair leaks.

D. Retest until no leaks are detected.

END OF SECTION 23 23 00

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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SECTION 23 31 00

HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Duct Materials.
2. Flexible ducts.
3. Single wall spiral round ducts.
4. Ductwork fabrication.
5. Duct cleaning.

1.2 REFERENCES

A. ASTM International:

1. ASTM A36 - Standard Specification for Carbon Structural Steel.
2. ASTM A90 - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
3. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
4. ASTM A568 - Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
5. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
6. ASTM A1008 - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A1011 - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
8. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
9. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems.

C. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - HVAC Air Duct Leakage Test Manual.

2. SMACNA - HVAC Duct Construction Standard - Metal and Flexible; except for the 15'-0" long supply ducts from AHU-1, 2, 6, 7, 8 and 9 outside the fan rooms shall be 18 ga. (minimum) with 1-1/2" angle iron reinforcement 16" on center.

D. Underwriters Laboratories Inc.:

1. UL 181 - Factory-Made Air Ducts and Connectors.

E. National Air Duct Cleaners Association

1. NADCA Standards for duct cleaning.

1.3 PERFORMANCE REQUIREMENTS

A. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.4 SUBMITTALS

A. Shop Drawings: Submit duct fabrication drawings, drawn to scale not smaller than 3/8 inch equals 1 foot, on drawing sheets same size as Contract Documents, indicating:

1. Fabrication, assembly, and installation details, including plans, elevations, sections, details of components, and attachments to other work.

2. Duct layout, indicating pressure classifications and sizes in plan view. For exhaust duct systems, indicate classification of materials handled as defined in this section.

3. Fittings.

4. Reinforcing details and spacing.

5. Seam and joint construction details.

6. Penetrations through fire rated and other walls.

7. Terminal unit, coil, and humidifier installations.

8. Hangers and supports, including methods for building attachment, vibration isolation, and duct attachment.

9. Submit shop drawings indicating duct runs, material, extent of internal lining, fire dampers, volume dampers access doors and elevation of all ducts.

10. Also submit a book of Shop Standards for Sheetmetal Fabrication, for approval, before starting fabrication of any portion of ductwork.

B. Product Data: Submit data for duct materials, duct liner and duct connectors

C. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA HVAC Air Duct Leakage Test Manual.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with SMACNA - HVAC Duct Construction Standards - Metal and flexible.

B. Construct ductwork to NFPA 90A.

C. Maintain one (1) copy of each document on site.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years' experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed duct installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install duct sealant when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures during and after installation of duct sealant.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 DUCT MATERIALS

A. Galvanized Steel Ducts: ASTM A653 galvanized steel sheet, lock-forming quality, having zinc coating of in conformance with ASTM A90.

B. Stainless Steel Ducts: ASTM A240/A240M or ASTM A666, Type 304.

C. Fasteners: Rivets, bolts, or sheet metal screws.

D. Hanger Rod: ASTM A36; steel, continuously threaded.

2.2 FLEXIBLE DUCTS

A. Product Description: Two ply vinyl film supported by helical wound spring steel wire.

1. Pressure Rating: 10 inches wg positive and 1.0 inches wg negative.

2. Maximum Velocity: 4000 fpm.

3. Temperature Range: -10 degrees F to 160 degrees F

2.3 SINGLE WALL SPIRAL ROUND DUCTS

A. Product Description: UL 181, Class 1, round spiral lockseam duct constructed of galvanized steel.

B. Construct duct with the following minimum gages and in accordance with NYCBC, NYCMC and SMACNA:

Diameter	Gauge
3 inches to 14 inches	26
15 inches to 26 inches	24

C. Construct fittings with the following minimum gages and in accordance with NYCBC, NYCMC and SMACNA:

Diameter	Gauge
3 inches to 14 inches	24
15 inches to 26 inches	22

2.4 DUCTWORK FABRICATION

A. Fabricate and support rectangular ducts in accordance with NYCBC, NYCMC, NFPA 96 and SMACNA HVAC Duct Construction Standards - Metal and Flexible. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

B. Fabricate and support round ducts with longitudinal seams in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible (Round Duct Construction Standards). Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

C. Construct T's, bends, and elbows with minimum radius 1-1/2 times centerline duct width. Where not possible and where rectangular elbows are used, provide turning vanes. Where acoustical lining is indicated, furnish turning vanes of perforated metal with glass fiber insulation.

D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream unless noted otherwise.

E. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Minimum 4-inch cemented slip joint, brazed or electric welded. Prime coat welded joints.

F. Provide standard 45-degree lateral wye takeoffs. When space does not allow 45-degree lateral wye takeoff, use 90-degree conical tee connections.

G. Seal joints between duct sections and duct seams with welds, gaskets, mastic adhesives, mastic plus embedded fabric systems, or tape.

1. Sealants, Mastics and Tapes: Conform to UL 181A. Provide products bearing appropriate UL 181A markings.

2. Do not provide sealing products not bearing UL approval markings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

A. Install and seal ducts in accordance with NYCBC, NYCMC, NFPA 96 and SMACNA HVAC Duct Construction Standards - Metal and Flexible. All seams and joints shall be sealed to meet SMACNA Seal Class A.

B. During construction, install temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

C. Provide internally insulated (lined) ductwork in accordance with Section 23 05 48, Noise and Vibration Controls for HVAC Piping and Equipment.

D. Use crimp joints with beaded sleeve couplings for joining round duct sizes 8 inches and smaller. Use flanged joints for ducts larger than 8 inches.

E. Install duct hangers and supports in accordance with Section 23 05 29.

F. Use double nuts and lock washers on threaded rod supports.

G. Connect flexible ducts to metal ducts with draw bands.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Install openings in ductwork where required to accommodate thermometers and controllers. Install pitot tube openings for testing of systems. Install pitot tube complete with metal can with spring device or screw to prevent air leakage. Where openings are provided in insulated ductwork, install insulation material inside metal ring.

B. Connect diffusers to low pressure ducts directly or with 3 feet maximum length of flexible duct held in place with strap or clamp.

C. Connect air terminal units and air outlets and inlets to supply ducts directly. Do not use flexible duct to change direction.

3.4 CLEANING

A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air flow, clean one half of system completely before proceeding to other half. Protect equipment with potential to be harmed by excessive dirt with temporary filters, or bypass during cleaning.

3.5 TESTING

A. Pressure test minimum 25 percent of ductwork after duct cleaning, but before duct insulation is applied or ductwork is concealed.

1. Test in accordance with SMACNA HVAC Air Duct Leakage Test Manual.

2. Maximum Allowable Leakage: In accordance with ICC IECC.

3.6 SCHEDULES

A. Ductwork Material Schedule:

AIR SYSTEM	MATERIAL
Supply (System with Cooling Coils) – Interior	Galvanized Steel
Supply (System with Cooling Coils) – Exterior	Stainless Steel
Return and Relief – Interior	Galvanized Steel
Return and Relief – Exterior	Stainless Steel
Outside Air Intake	Galvanized Steel

B. Ductwork Pressure Class Schedule:

AIR SYSTEM	PRESSURE CLASS
Variable Air Volume Supply (downstream of VAV boxes)	1 inch wg regardless of velocity.
Variable Air Volume Supply (upstream of VAV boxes)	3 inch wg
Return and Relief	3 inch wg

END OF SECTION 23 31 00

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SECTION 23 33 00

AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Combination fire-and-smoke dampers.
2. Duct access doors.
3. Dynamic fire dampers.
4. Smoke dampers.
5. Volume control dampers.
6. Remote cable control damper.
7. Flexible duct connections.
8. Duct test holes.

B. Related Sections:

1. Section 23 09 23 - Direct-Digital Control System for HVAC
2. Section 23 31 00 - HVAC Ducts and Casings

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. ASTM International:

1. ASTM E1 - Standard Specification for ASTM Thermometers.

C. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
2. NFPA 92A - Recommended Practice for Smoke-Control Systems.

D. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

2. SMACNA – Fire, Smoke and Radiation Damper Installation Guide

E. Underwriters Laboratories Inc.:

1. UL 555 - Standard for Safety for Fire Dampers.

2. UL 555C - Standard for Safety for Ceiling Dampers.

3. UL 555S - Standard for Safety for Smoke Dampers.

1.3 SUBMITTALS

A. See General Conditions.

B. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers, duct access doors, and duct test holes.

C. Product Data: Submit data for shop fabricated assemblies and hardware used.

D. Product Data: Submit for the following. Include where applicable electrical characteristics and connection requirements.

1. Fire dampers including locations and ratings.

2. Smoke dampers including locations and ratings.

3. Backdraft dampers.

4. Flexible duct connections.

5. Volume control dampers.

6. Cable control dampers.

7. Duct access doors.

8. Duct test holes.

E. Product Data: For fire dampers, smoke dampers, and combination fire and smoke dampers, submit the following:

1. Include UL ratings, dynamic ratings, leakage, pressure drop and maximum pressure data.

2. Indicate materials, construction, dimensions, wiring diagrams and installation details.

3. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.

F. Manufacturer's Installation Instructions: Submit for Fire and Combination Smoke and Fire Dampers.

G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of access doors, test holes.

B. Operation and Maintenance Data: Submit for Combination Smoke and Fire Dampers.

1.5 QUALITY ASSURANCE

A. Dampers tested, rated and labeled in accordance with the latest UL requirements.

B. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.

C. Perform Work in accordance with NYCBC and New York City Mechanical Code.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years [documented] experience.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum one (1) week prior to commencing work of this section.

1.8 DELIVERY, STORAGE AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.

C. Storage: Store materials in a dry area indoor, protected from damage.

D. Handling: Handle and lift dampers in accordance with manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 COORDINATION

A. Coordinate Work where appropriate with building control Work.

1.11 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for duct accessories. 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 Manufacturer's expense. The Warranty period shall commence upon final acceptance of the work.

1.12 EXTRA MATERIALS

A. Furnish two (2) of each size and type of fusible link.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR ALL ACCESSORIES

A. All accessories shall have a pressure rating equivalent to the duct system that they are installed in.

B. Material construction shall match system that accessories are installed in.

2.2 COMBINATION FIRE AND SMOKE DAMPERS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Ruskin.
2. Imperial
3. Or approved equal.

B. Fabricate in accordance with NFPA 90A, UL 555, and UL 555S.

C. Fire Resistance: 1-1/2 hours or 3 hours compatible with rating of structure.

D. Leakage Rating: Class I, maximum of 8 cfm at 4 inches wg differential pressure.

E. Damper Temperature Rating: 350 degrees F for smoke control systems.

F. Frame: 13 gage, galvanized steel (minimum).

G. Blades:

1. Style: Airfoil-shaped, single piece, double skin.
2. Action: Opposed.
3. Orientation: Horizontal.

4. Material: Minimum 16 gage equivalent thickness, galvanized steel.

5. Width: Maximum 6 inches.

H. Bearings: Stainless steel pressed into frame.

I. Seals: Silicone blade edge seals and flexible stainless steel jamb seals.

J. Linkage: Concealed in frame.

K. Release Device: Close in controlled manner and allow damper to be automatically reset.

L. Actuator:

1. Type: Electric 120 volt, 60 hertz, two-position, fail close.

2. Mounting: External.

3. Each combination fire smoke damper shall be equipped with a UL Classified "Fire Stat" to permit damper to reopen during dynamic smoke control and shall mechanically and electrically close damper upon reaching the damper's maximum degradation test temperature in accordance with UL555S. Damper can be opened via the Fire Alarm System for smoke purge. The damper operation and construction shall meet requirements of UL555S, latest edition.

4. All wiring material required to interconnect the actuator with detection and/or alarm or other systems shall be furnished by this Contractor.

M. Fall-safe design shall enable damper to automatically assume the desired position when power is interrupted.

N. Finish: Mill galvanized.

O. Damper switch package to remotely indicate blade positions.

P. Factory installed sleeve and mounting angles per local codes. Furnish silicone caulk factory applied to sleeve at damper frame to comply with leakage rating requirements.

2.3 DUCT ACCESS DOORS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

B. Fabrication: Rigid and close fitting of galvanized steel or stainless steel with sealing gaskets and quick fastening locking devices. For insulated ductwork, furnish minimum 1 inch thick insulation with sheet metal cover, minimum 22 gage interior casing.

1. Less than 12 inches square, secure with sash locks.

2. Up to 18 inches Square: Furnish two hinges and two sash locks.

3. Up to 24 x 48 inches: Three hinges and two compression latches.

4. Larger Sizes: Furnish additional hinge.

5. Access doors located on the bottom of ducts shall have cam fasteners in lieu of hinges in order to avoid interference with ceiling channel supports.

6. Provide access doors upstream and downstream of reheat coils.

7. Provide access door for all dampers including volume dampers, fire dampers, smoke dampers, combination dampers and motorized dampers.

8. Access panels with sheet metal screw fasteners are not acceptable.

2.4 DYNAMIC FIRE DAMPERS

A. Fabricate in accordance with NFPA 90A and UL 555.

B. Fire Resistance: 1-1/2 hours.

C. Dynamic Closure Rating: Dampers classified for dynamic closure to 2000 fpm and 4 inches wg static pressure.

D. Construction:

1. Integral Sleeve Frame: Minimum 14 gage roll formed galvanized steel. Length: 12 inches.

2. Blades:

a. Style: Curtain type.

b. Action: Spring closure upon fusible link release.

c. Material: Minimum 24 gage roll formed, galvanized steel.

3. Closure Springs: Type 301 stainless steel, constant force type.

E. Fusible Link Release Temperature: 212 degrees F.

F. Mounting: Vertical or horizontal as indicated on Drawings.

G. Duct Transition Connection, Damper Style:

1. B style - rectangular connection, blades out of air stream, high free area.

2. G style - A style connection, grille mounting tabs at end of sleeve for grille.

H. Finish: Mill galvanized.

I. Manufactures: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Ruskin
2. Imperial
3. Or approved equal

2.5 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

B. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 inches x 72 inches. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.

C. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings. Furnish closed end bearings on ducts having pressure classification over 2 inches wg.

D. Quadrants:

1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
3. Where rod lengths exceed 30 inches furnish regulator at both ends.

2.6 REMOTE CABLE CONTROL VOLUME DAMPERS

A. Provide cable control system for all volume dampers located above gpysum board and other inaccessible ceilings.

B. Bowden cable control kit shall provide all required hardware that shall be mounted onto all rectangular and round volume dampers and provide all interlocking gears and cabling for ceiling mounted control. Coverplate shall be 7/8" diameter cold rolled steel cover with zinc plating for painting by Contractor. Provide five (5) 12" wrenches for operation.

2.7 FLEXIBLE DUCT CONNECTIONS

A. Provide a suitable flexible connection in both the intake and discharge sides of each fan and air handling unit, where they connect to ductwork.

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

C. Connector: Fabric crimped into metal edging strip.

1. Fabric: UL 181 Class 0 listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density 30 oz per sq yd.

2. Net Fabric Width: Minimum 6 inches wide; maximum 10 inches wide.

3. Metal: 3 inch wide and 24 gage galvanized steel.

D. High Density Vinyl Sheet: Minimum 0.55 inch thick, 0.87 lbs. per sq ft, 10 dB attenuation in 10 to 10,000 Hz range.

2.8 DUCT TEST HOLES

A. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Furnish extended neck fittings to clear insulation.

B. Provide tappings in ducts for thermometers where specified. In addition, provide an airtight plugged tapping located as follows:

1. Upstream of each reheat coil.

2. Downstream of each reheat coil.

3. In each supply and return air duct at each floor.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify rated walls are ready for fire damper and fire smoke damper installation. Verify the framed opening size in dry walls.

B. Verify ducts and equipment installation is ready for accessories.

C. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION

A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 for duct construction and pressure class.

B. Install dampers and accessories where indicated on Drawings.

C. Access Doors: Install access doors at the following locations and as indicated on Drawings:

1. Spaced every 50 feet of straight duct.
2. Upstream of each reheat coil.
3. Before and after each duct mounted filter.
4. Before and after each duct mounted coil.
5. Before and after each duct mounted fan.
6. Before and after each automatic control damper.
7. Before and after each fire damper, smoke damper, combination fire and smoke damper.
8. Downstream of each VAV box.

D. Access Door Sizes: Install minimum 8 x 8-inch size for hand access, 18 x 18-inch size for shoulder access, and as indicated on Drawings. Install 4 x 4-inch for balancing dampers only. Review locations prior to fabrication.

E. Install temporary duct test holes where indicated on Drawings and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

F. Install fire dampers, combination fire and smoke dampers and smoke dampers at locations as indicated on Drawings and where required. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.

1. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A, UL555 and UL555S.
2. Install dampers square and free from racking with blades running horizontally.
3. Do not compress or stretch damper frame into duct or opening.
4. Handle damper using sleeve or frame. Do not lift damper using blades, actuator, or jack shaft.
5. Install bracing for multiple section assemblies to support assembly weight and to hold against system pressure. Install bracing as needed.

3.3 DEMONSTRATION

A. Demonstrate re-setting of fire dampers and fire smoke dampers to Commissioner.

3.4 STATIC PRESSURE AND FILTER GAGES:

A. Install filter and static pressure gages in the following locations:

1. Built up filter banks.
2. Unitary filter sections.
3. Supply fan discharge.

END OF SECTION 23 33 00

SECTION 23 34 00

HVAC FANS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mixed flow fans.

B. Related Sections:

1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment
2. Section 23 05 48 - Noise and Vibration Controls for HVAC Piping and Equipment
3. Section 23 31 00 - HVAC Ducts and Casings

1.2 REFERENCES

A. American Bearing Manufacturers Association:

1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

B. Air Movement and Control Association International, Inc.:

1. AMCA 99 - Standards Handbook.
2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

C. American Refrigeration Institute:

1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.

D. ASTM International:

1. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.

E. National Electrical Manufacturers Association:

1. NEMA MG 1 - Motors and Generators.

2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

F. Underwriters Laboratories Inc.:

1. UL 705 - Power Ventilators, Smoke Control File No. MH17511.

1.3 SUBMITTALS

A. Shop Drawings: Indicate size and configuration of fan assembly, mountings, weights, ductwork and accessory connections.

B. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit fan manufacturer's instructions.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 and bear AMCA Certified Rating Seal.

B. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.

C. UL Compliance: All fans shall be UL listed and labeled, designed, manufactured, and tested in accordance with UL 705. Fans used for smoke control shall comply with UL 705 File No. MH17511.

D. Balance Quality: Conform to AMCA 204.

1.6 DELIVERY, STORAGE AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for fans. 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 Manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 MIXED FLOW FANS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Greenheck Corp.
2. Loren Cook Company
3. Penn Ventilation
4. Or approved equal.

B. Performance:

1. Static and Dynamic Balance: Eliminate vibration or noise transmission to occupied areas.

C. Wheel and Inlet:

1. Airfoil Wheel: Steel construction with smooth curved inlet flange, back plate die formed hollow airfoil shaped blades continuously welded at tip flange, and back plate; cast steel hub riveted to back plate and keyed to shaft with set screws.

D. Housing:

1. Steel continuously welded, braced and designed to minimize turbulence with spun inlet bell and shaped cut-off.
2. Factory finish before assembly to manufacturer's standard electrostatically applied and baked polyester urethane.

E. Bearings and Sleeves:

1. Bearings: Pillow block type, self-aligning, grease-lubricated L-10 life at 50,000 hours.

2. Shafts: Hot rolled steel, ground and polished, protectively coated with lubricating oil, and shaft guard.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Suspended Fans: Install connections between fan and ductwork. Ensure metal bands of connectors are parallel with minimum one inch flex between ductwork and fan while running.

3.2 MANUFACTURER'S FIELD SERVICES

A. Before start-up, factory technician shall be on site to certify the alignment in a written report.

B. Furnish services of factory trained representative for minimum of one (1) day to start-up, calibrate controls, and instruct the City of New York on operation and maintenance.

3.3 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures to the City of New York personnel.

3.4 PROTECTION OF FINISHED WORK

A. Do not operate fans for until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION 23 34 00

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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FMS ID No. HL82125VR
6/20/2014

SECTION 23 36 00

AIR TERMINAL UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Variable volume terminal units.

B. Related Sections:

1. Section 23 09 23 - Direct Digital Control System for HVAC

1.2 REFERENCES

A. American Refrigeration Institute:

1. ARI 880 - Air Terminals.

B. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

C. Underwriters Laboratories Inc.:

1. UL 181 - Factory-Made Air Ducts and Connectors.

1.3 SUBMITTALS

A. Product Data: Submit data indicating configuration, general assembly, and materials used in fabrication. Include catalog performance ratings indicating airflow, static pressure, and NC designation. Include electrical characteristics and connection requirements. Include schedules listing discharge and radiated sound power level for each of second through sixth octave bands at inlet static pressures of 1 inch to 4 inches wg.

B. Manufacturer's Installation Instructions: Submit support and hanging details, and service clearances required.

C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of units and controls components.

B. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts lists. Include directions for resetting constant volume regulators.

1.5 QUALITY ASSURANCE

A. Test and rate air terminal unit's performance for air pressure drop, flow performance, and acoustical performance in accordance with ARI 880 and ARI 885. Attach ARI seal to each terminal unit.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years' experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed air terminal unit installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 COORDINATION

A. Coordinate Work with other trades. Provide coordination drawings.

1.9 GUARANTEE

A. The Contractor shall provide a one-year manufacturer's guarantee for air terminal units. 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. The Guarantee Period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 SINGLE DUCT VARIABLE AIR VOLUME TERMINAL UNITS (VAV)

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Krueger

2. Titus

3. The Trane Co.

4. Price

5. Or approved equal.

B. Product Description: Variable air volume terminal units for connection to central air systems, with electronic/DDC controls.

C. Identification: Furnish each air terminal unit with identification label and airflow indicator. Include unit nominal airflow, maximum factory-set airflow and minimum factory-set airflow.

D. Basic Assembly:

1. Casings: Minimum 22 gage galvanized steel.

2. Lining: Minimum 1/2 inch thick neoprene or vinyl coated glass fiber-free insulation, 1.5 lb./cu ft density, meeting NFPA 90A requirements and UL 181 erosion requirements. Minimize mold growth to meet ASTM G21/22.

E. Basic Unit:

1. Configuration: Air volume damper assembly inside unit casing. Locate control components inside protective metal shroud. Provide control wiring between thermostat and ATU, and between ATU and BAS control panel.

2. Volume Damper: Construct of galvanized steel with peripheral gasket and self-lubricating bearings; maximum damper leakage: 2 percent of design air flow at 1 inch inlet static pressure.

3. Mount damper operator to position damper normally open.

4. Velocity Reset Controller and Sensor:

a. Electric: 24 volt.

b. Factory mounted, BACnet compatible. Coordinate with requirements of section 23 05 23.

c. Calibration pressure taps for pressure independent control to compensate for varying inlet static pressure.

d. Minimum and maximum limits set at reset device.

e. Maintain airflow to within 5 percent of set point with inlet static pressure variations up to 4 inches.

f. Reset span, fixed at 5 psi remaining constant regardless of minimum or maximum setting. Reset start point adjustable from 3-10 psi.

F. Thermostat: Electronic type with appropriate mounting hardware. Refer to Section 23 09 23.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify ductwork is ready for air terminal installation.

3.2 INSTALLATION

A. Connect to ductwork in accordance with Section 23 31 00.

B. Install ceiling access doors or locate units above easily removable ceiling components.

C. Support units individually from structure. Do not support from adjacent ductwork. All unit supports shall clear the access panels on the boxes.

D. Provide low-voltage wiring to connect ATU, thermostat, CO_2 sensor, and BAS control panel.

E. Install minimum 5 ft. of lined ductwork downstream of units.

3.3 ADJUSTING

A. Section 23 05 93 – Adjusting and Balancing for HVAC.

B. Reset volume with damper operator attached to assembly allowing flow range modulation from 100 percent of design flow to 30 percent full flow.

END OF SECTION 23 36 00

SECTION 23 37 00

AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Diffusers.
2. Registers
3. Grilles.
4. Thermally actuated VAV diffusers.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets.

C. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Product Data: Submit sizes, finish, and type of mounting. Submit schedule of outlets and inlets showing type, size, location, application, throw and noise level.

B. Test Reports: Rating of air outlet and inlet performance.

1.4 QUALITY ASSURANCE

A. Test and rate diffuser, register, and grille performance in accordance with ANSI/ ASHRAE 70.

B. Provide adjustment and balancing services upon written request from Owner for a period of 9 months following substantial completion to ensure proper airflow.

PART 2 - PRODUCTS

2.1 RECTANGULAR CEILING DIFFUSERS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Anemostat Air Products
2. E. H Price Company
3. Krueger
4. Nailor Industries, Inc.
5. Titus
6. Tuttle and Bailey
7. Or approved equal.

B. Type: Square, adjustable pattern, stamped, multi-core diffuser to discharge air in four-way pattern with sector baffles where indicated.

C. Frame: To match ceiling construction.

D. Fabrication: 24 gauge steel with baked enamel off-white finish.

2.2 WALL SUPPLY REGISTERS/GRILLES

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Anemostat Air Products
2. E. H Price Company
3. Krueger
4. Nailor Industries, Inc.
5. Titus
6. Or approved equal.

B. Type: Streamlined and individually adjustable blades with spring or other device to set blades horizontal face, double deflection.

C. Frame: Countersunk screw mounting and gasket.

D. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory off-white enamel finish.

E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

2.3 THERMALLY ACTUATED VAV DIFFUSERS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Acutherm

2. Titus

3. Or approved equal.

B. Thermally actuated VAV diffusers shall be a complete VAV terminal and thermostat self-contained in a square, round, or linear diffuser as scheduled.

C. Thermally actuated VAV diffusers shall be thermally powered with a single thermostat/actuator. External wiring or pneumatics shall not be allowed.

D. The VAV diffusers shall have a micrometer type temperature set point adjustment with an indicator and temperature scale to adjust the cooling set point.

E. All VAV diffusers shall have a solid hinged appearance panel that can be unlatched and folded down to hang allowing hands to be free for adjusting temperature set points. Instructions for the VAV diffuser shall be on the inside of the appearance panel.

F. The VAV diffusers shall have positive induction of secondary room air over the thermostat at all flows from fully closed to fully open.

G. All VAV diffusers shall warrant that the diffuser shall be free from defects in materials and workmanship for a period of ten years from date of shipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify inlet and outlet locations.

B. Verify ceiling and wall systems are ready for installation.

3.2 INSTALLATION

A. Install diffusers to ductwork with airtight connection.

B. Install balancing dampers on duct take-off to diffusers (both VAV and constant airflow volume), grilles, and registers, whether or not dampers are furnished as part of diffuser, grille, and register assembly.

C. Paint visible portion of ductwork behind air outlets and inlets matte black.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Check location of outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

END OF SECTION 23 37 00

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SECTION 23 40 00

HVAC AIR CLEANING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Disposable, extended area panel filters.

2. Filter frames and housings.

B. Related Sections:

1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Product requirements for motors for placement by this section.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:

1. ARI 850 - Commercial and Industrial Air Filter Equipment.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.

C. Underwriters Laboratories Inc.:

1. UL 900 - Air Filter Units.

1.3 PERFORMANCE REQUIREMENTS

A. Conform to ARI 850 Section 7.4.

B. Dust Spot Efficiency: Plus or minus 5 percent.

1.4 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate filter assembly and filter frames, dimensions, motor locations, and electrical characteristics and connection requirements.

C. Product Data: Submit data on filter media, filter performance data, dimensions, and electrical characteristics.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. General Conditions.

B. Operation and Maintenance Data: Submit instructions for operation, changing, and periodic cleaning.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 EXTRA MATERIALS

A. Furnish one set of disposable panel filters.

PART 2 – PRODUCTS

2.1 DISPOSABLE, EXTENDED AREA PANEL FILTERS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Camfil Farr

2. Flanders

3. AAF

B. Media: UL 900 Class 1, pleated, fine, glass fiber laminated to synthetic backing; supported and bonded to welded wire grid by corrugated aluminum separators.

1. Frame: Non-flammable for pre-filter, Galvanized steel for final filter.

2. Nominal thickness: 4 inches.

C. Rating, ASHRAE 52.2:

1. Dust spot efficiency: MERV 11/11A.

2. Initial resistance at 500 fpm: Refer to drawing.

3. Recommended final resistance: Refer to drawing.

2.2 FILTER FRAMES AND HOUSINGS

A. General: Fabricate filter frames and supporting structures of 16 gage (1.50 mm) galvanized steel or extruded aluminum T-section construction with necessary gaskets between frames and walls. The track shall accommodate 4" filter.

B. Standard Sizes: For interchange ability of filter media of other manufacturers; for standard size filter media, minimum 4 inches thick.

C. Side Servicing Housings: Flanged for insertion into ductwork, of reinforced 16 gage (1.5 mm) galvanized steel; access doors with continuous gaskets and positive locking devices on both sides; extruded aluminum tracks or channels for primary and secondary filters with positive sealing gaskets.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install filters with felt, neoprene gaskets to prevent passage of unfiltered air around filters.

B. Install filter gage static pressure probes upstream and downstream of filters.

C. Do not operate fan system until temporary filters are in place. Replace temporary filters used during construction and testing, with clean set.

D. Seal any gaps between filter framing and unit casing to air tight.

END OF SECTION 23 40 00

- NO TEXT ON THIS PAGE -

SECTION 23 63 13

AIR-COOLED REFRIGERANT CONDENSERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Condensing units.

B. Related Sections:

1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment
2. Section 23 05 48 - Noise And Vibration Controls For HVAC Piping And Equipment
3. Section 23 05 49 - Seismic Provisions And Seismic Restraints
4. Section 23 23 00 - Refrigerant Piping

1.2 SUBMITTALS

A. Product Data: Required.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Required.

1.4 QUALITY ASSURANCE

A. Construction and Ratings: In accordance with ARI 210/240. Testing in accordance with ASHRAE 20.

B. Performance Ratings: Energy Efficiency Ratio (EER) not less than prescribed by ASHRAE 90.1 when tested in accordance with ARI 210/240.

1.5 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for compressors. 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 Manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

PART 2 - PRODUCTS

2.1 CONDENSING UNITS

A. Manufacturers:

1. McQuay
2. Trane
3. Carrier
4. Or approved equal.

B. Units: Self-contained, packaged, factory assembled and wired units for outdoor use consisting of cabinet, scroll compressors, air-cooled condensing coil and fans, integral sub-cooling coil, controls, liquid receiver.

C. Cabinet: Galvanized steel with baked enamel finish and removable access doors or panels.

D. Compressor: Hermetically sealed, crankcase heater, cylinder unloaders, motor overload protection, service valves, and filter drier. Compressors shall be isolated with resilient rubber isolators to decrease noise transmission.

E. Condenser Coil: fabricated from cast aluminum micro-channel coils. Each condenser coil shall be factory leak tested with high-pressure air under water. Coils are to be recessed so that the cabinet provides built in hail protection..

F. Condenser Fans: Vertical discharge, direct drive fans, with permanently lubricated ball bearing motors with built-in current and overload protection, and integral rain shield.

G. Controls:

1. High and low pressure cutouts for compressor, oil pressure control, non-recycling pump-down, and reset relay.
2. Ambient thermostatic controls shall prevent operation below 40 degrees F ambient temperature.
3. Timer circuits to prevent rapid loading and unloading of compressor.

H. Disconnect Switch: Factory mount on equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install units in accordance with manufacturer's published instructions. Refer to Section 23 05 49 - Seismic Provisions And Seismic Restraints for specific seismic requirements.

B. Manufacturer Authorized Field Start-Up Services: Required.

C. Demonstration and Training: Provide 8 hours of instruction with manufacturer's representative.

END OF SECTION 23 63 13

- NO TEXT ON THIS PAGE -

SECTION 23 73 00

INDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes modular factory fabricated air-handling units and accessories.

1.2 SUBMITTALS

A. Product Data: Required.

B. Manufacturer's Installation Instructions: Required.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Required.

1.4 QUALITY ASSURANCE

A. Outside Air Damper Leakage: Test in accordance with AMCA 500.

1.5 GUARANTEE

A. The Contractor shall provide a five (5) year manufacturer guarantee for air handler units. 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. The Guarantee Period shall commence upon final acceptance of the work.

B. Furnish manufacturer's standard warranty for air handling units.

PART 2 - PRODUCTS

2.1 AIR HANDLING UNITS

A. Manufacturers:

1. McQuay
2. Trane
3. Carrier

4. United Coolair

5. Or approved equal.

B. Configuration:

1. Supply fan section.

2. Steam heating coil section.

3. Cooling coil section.

4. Filter section.

5. Access section.

6. Mixing box section.

C. Fabrication: Conform to AMCA 99 and ARI 430.

D. Casing:

1. Outside Casing: Steel.

2. Inside Casing: Galvanized Steel

3. Floor Plate: Galvanized Steel.

4. Insulation: Neoprene coated, glass fiber, applied to internal surfaces.

   a. Density: 1-1/2 inch thick, 1-1/2 lbs/cu ft.

5. Inspection Doors: Galvanized steel insulated sandwich construction with inspection window.

6. Access Doors: Galvanized steel insulated sandwich construction with inspection window.

7. Lights: Located in accessible sections suitable for damp locations, factory wired to weatherproof switch mounted on casing exterior.

8. Drain Pans: Single thickness galvanized steel. Furnish drain pans under cooling coil section.

E. Fans:

1. Type: forward curved, belt driven type fan.

2. Performance Ratings: Conform to AMCA 210 and label with AMCA Certified Rating Seal.

3. Sound Ratings: AMCA 301, tested to AMCA 300 and label with AMCA Certified Sound Rating Seal.

4. Fan Modulation: Variable Frequency Drive.

5. Flexible Connection: Separate unit from connecting ductwork.

F. Motors:

1. Motor Type: NEMA MG 1.

G. Coils:

1. Drain Pans: 24 inch downstream of coil and down spouts for cooling coil banks.

2. Air Coils: Certify capacities, pressure drops, and selection procedures in accordance with ARI 410.

3. Application: Refrigerant cooling and steam heating via a duct mounted coil.

H. Filters:

1. Filter Box: Section with filter guides, access doors from both sides, for side loading with gaskets and blank-off plates.

2. Flat: 4 inches deep disposable panel filters.

3. Filter Gauges: 3-1/2 inch diameter diaphragm actuated dial in metal case, with static pressure tips.

I. Dampers:

1. Mixing Boxes: Section with factory mounted outside and return air dampers of galvanized steel and edge seals.

2. Damper Leakage: Maximum 4 cfm per square foot at 1.0 inches wg pressure differential.

3. Damper Actuators: Furnish factory installed electronic damper actuators for outside air and return air dampers.

J. Air Measuring and Modulation Device:

1. Mounted where indicated on M-001.

2. Damper and airflow measurement assembly sized to accommodate economizer outside airflow.

3. Construction:

a. Frame: Extruded aluminum.

b. Blades: Modulating Air Control.

c. Digital Controller: Application specific controller with inputs and outputs for interface to building automation system.

K. Economizer: Provide economizer components and controls in accordance with the proscribed sequence of operations.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with ARI 430.

B. Install flexible connections between unit and inlet and discharge ductwork.

C. Install assembled units with vibration isolators.

D. Manufacturer's Field Services: Required.

E. Demonstration and Training: Furnish services of manufacturer's technical representative for one (1) 8-hour day to instruct the City of New York's personnel in operation and maintenance of units.

END OF SECTION 23 73 00

SECTION 23 81 26

SPLIT-SYSTEM AIR CONDITIONERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Indoor unit.
2. Outdoor condensing unit.

B. Related Sections:

1. Section 23 05 48 - Noise and Vibration Controls for HVAC Piping and Equipment
2. Section 23 05 49 - Seismic Provisions and Seismic Restraints
3. Section 23 23 00 - Refrigerant Piping

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:

1. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
2. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
3. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment.
4. ARI 365 - Commercial and Industrial Unitary Air-Conditioning Condensing Units.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
2. ASHRAE 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.

C. ASTM International:

1. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.

D. National Electrical Manufacturers Association:

1. NEMA MG 1 - Motors and Generators.

E. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

A. See General Conditions.

B. Product Data: Submit data indicating:

1. Cooling and heating capacities.
2. Dimensions.
3. Weights.
4. Rough-in connections and connection requirements.
5. Electrical requirements with electrical characteristics and connection requirements.
6. Controls.
7. Accessories.

C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements and are approved for NYC installation.

E. Manufacturer computerized refrigerant tubing sizing calculations.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of controls installed remotely from units.

B. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.5 QUALITY ASSURANCE

A. Performance Requirements: Seasonal Energy Efficiency Rating (SEER) not less than shown on the equipment schedule on sheet M501.00. SEER shall be certified by the manufacturer and tested in accordance with ARI 210/240 and ARI 340/360.

B. Cooling Capacity: Rate in accordance with ARI 210/240 and ARI 340/360.

C. Sound Rating: Measure in accordance with ARI 270.

D. Insulation and adhesives: Meet requirements of NFPA 90A and ASTM G-21/22.

E. Perform Work in accordance with NYCBC Standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed split-system air conditioner installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept units and components on site in factory protective containers, with factory shipping skids and lifting lugs. Inspect for damage.

B. Comply with manufacturer's installation instruction for rigging, unloading and transporting units.

C. Protect units from weather and construction traffic by storing in dry, roofed location.

1.8 COORDINATION

A. Coordinate installation of outdoor units with roof structure.

B. Coordinate installation of indoor units with building framing and structure.

1.9 MANUFACTURER'S WARRANTY

A. The Manufacturer shall provide a 5-year manufacturer warranty for compressors. 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 Manufacturer's expense. The warranty period shall commence upon final acceptance of the work.

1.10 MAINTENANCE GUARANTEE

A. Furnish service and maintenance of equipment for one (1) year from Date of Substantial Completion. Include maintenance items as shown in manufacturer's operating and maintenance data, including filter replacements, fan belt replacement, and controls checkout and adjustments.

PART 2 - PRODUCTS

2.1 SPLIT SYSTEM AIR CONDITIONING UNITS

A. Manufacturers: Subject to the requirement of the specification, the following manufacturer's products that may be incorporated into the project:

1. Mitsubishi
2. Sanyo
3. Or approved equal.

B. Furnish materials in accordance with NYCBC Standards.

C. Product Description: Split system consisting of indoor unit and outdoor condensing unit including cabinet, evaporator fan, refrigerant cooling coil, compressor, refrigeration circuit, condenser, air filters, controls, air handling unit accessories, condensing unit accessories, and refrigeration specialties.

2.2 INDOOR UNIT

A. Location: As indicated on Drawings.

B. Evaporator Fan: Forward curved centrifugal type, resiliently mounted with high efficiency motor. Motor permanently lubricated with built-in thermal overload protection.

C. Refrigeration System: Single refrigeration circuit controlled by factory installed thermal expansion valve.

D. Air Filters: washable

2.3 OUTDOOR CONDENSING UNIT

A. General: Factory assembled and tested air cooled condensing units, consisting of casing, compressors, condensers, coils, condenser fans and motors, and unit controls.

B. Compressor: Single refrigeration circuit with inverter driven scroll type compressors, resiliently mounted, with positive lubrication, and internal motor overload protection.

C. Condenser Coil: Constructed of copper tubing mechanically bonded to aluminum fins, factory leak and pressure tested.

D. Controls: Furnish packaged operating and safety controls including high and low head pressure cutouts. Control transformer.

E. Condensing Unit Accessories: Furnish the following accessories:

1. Controls to provide low ambient cooling to 0 degrees F.

2. Time delay relay.

3. Anti-short cycle timer.

4. Disconnect switch.

5. Vibration isolators.

6. Coil with corrosion resistant coating capable of withstanding salt spray test of 1000 hours in accordance with ASTM B117.

7. Condenser Coil Guard: Condenser fan openings furnished with safety guards.

F. Refrigeration specialties: provide per manufacturer's recommendations.

G. Refrigerant shall be R-410a. Furnish initial charge of refrigerant and any additional charges to ensure proper operation at system turnover.

2.4 CONTROLS

A. Thermostat: integral with unit controller.

B. Controller shall integrate 7 day programmable electronic space thermostat with single-stage cooling capability. Unit controller shall provide system status readout and alarms.

C. Furnish monitoring interface to Direct Digital Control System specified in Section 23 09 23. BAS shall monitor room temperature and unit operating status.

2.5 ACCESSORIES

A. Condensate Pump:

1. Provide condensate pump similar to Aspen Pumps "Maxi-Orange".

2. The condensate pump shall include an internal overflow safety float switch which, when wired to the A/C's remote stop/start terminals, shall open the A/C's control circuit, thereby shutting the A/C down in the event of a condensate overflow.

3. The condensate pump shall be capable of operating with the higher pump head not less than 25 feet.

PART 3 - EXECUTION

3.1 EXAMINATION

A. See General Conditions.

3.2 INSTALLATION - INDOOR UNIT

A. Install indoor unit per detail on contract drawings. Provide detail to be approved by the Architect.

B. Install condensate piping with trap and route from drain pan to nearest plumbing stack with a min. 1" air gap.

C. Install all components furnished loose for field mounting.

D. Install connection to electrical power wiring.

E. Install Work in accordance with NYCBC Standards.

3.3 INSTALLATION – OUTDOOR CONDENSING UNIT

A. Install condensing units on neoprene isolators. Refer to Section 23 05 48.

B. Install units on roof curbs.

C. Install refrigerant piping from indoor unit to outdoor condensing unit. Install refrigerant specialties as per manufacturer's recommendations.

D. Evacuate refrigerant piping and install initial charge of refrigerant.

E. Provide control and power wiring between air handling unit, condensing unit, and field installed accessories.

F. Install connection to electrical power wiring.

3.4 MANUFACTURER'S FIELD SERVICES

A. Furnish initial start-up and shutdown during first year of operation, including routine servicing and checkout.

3.5 CLEANING

A. Vacuum clean coils and inside of unit cabinet.

B. Protect units from dust and debris during construction period.

3.6 DEMONSTRATION

A. Demonstrate starting, maintenance, and operation of condensing unit including low ambient temperature operation.

B. Furnish services of manufacturer's technical representative for one-hour day to instruct the City of New York's personnel in operation and maintenance of units. Schedule training with the City of New York. Provide at least 7 days' notice to the Commissioner of training date.

3.7 PROTECTION OF FINISHED WORK

A. Do not operate units until site is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION 23 81 26

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SECTION 26 05 00

GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section, 26 05 00, includes General Requirements for Electrical Work in accordance with the Contract Documents.

B. Related Documents:

1. This Section governs all requirements as applicable to the Electrical work.

2. Provide power to all motors, electric heaters, light fixtures, wiring devices, heat tracing equipment, control panels, electrically actuated valves, dampers and other devices in this Contract.

1.2 REFERENCE

A. Compliance with the following codes and standards shall be required as applicable:

1.	ANSI	American National Standards Institute
2.	ASTM	American Society for Testing Materials
3.	CBM	Certified Ballast Manufacturers.
4.	DEMA	Diesel Engine Manufacturer's Association
5.	EPA	United Stated Environmental Protection Agency
6.	ETL	Intertek/Electric Testing Laboratories
7.	FM	Factory Mutual
8.	ICEA	Insulated Cable Engineers Association
9.	IEEE	Institute of Electrical and Electronics Engineers
10.	IES	Illumination Engineering Society of North America.
11.	NEMA	National Electrical Manufacturers Association
12.	NETA	Inter-National Electric Testing Association
13.	NFPA	National Fire Protection Association
14.	NFC	National Fire Codes (NFPA)

15.	NYCBC	New York City Building Code
16.	NYCEC	New York City Electrical Code
17.	NYCECC	New York City Energy Conservation Construction Code (New York City Energy Code)
18.	NYCFC	New York City Fire Code
19.	OSHA	Occupational Safety and Health Administration
20.	UL	Underwriters' Laboratories, Inc.

B. Conform to materials and equipment rating standards, listings or classifications of the above organizations as well as ratings, listings or classifications accepted under local codes and laws.

1.3 CONTRACT DRAWINGS

A. The Contract Drawings indicate, in schematic and diagrammatic form, the extent and general arrangement of the various electrical systems. If the Contractor deems that any departures from these drawings are necessary, detailed drawings and descriptions of these departures and a statement of the reasons shall be submitted to the Commissioner for review and comment as soon as practicable. No departures from the arrangements shown on the Contract Drawings shall be made without prior written approval of the Commissioner. Provide all devices, conduit, wire, misc. steel, etc., for a complete installation.

B. Conduits and other raceway systems shall be installed as shown or as noted on the Contract Drawings. Elevations and dimensions where indicated are a guide only and are subject to change with actual job conditions and clearances. Relocation resulting from interferences shall be made at no additional cost to the City of New York.

1.4 REVIEW OF CONTRACT DOCUMENTS AND SITE

A. With the submission of his Bid, the Contractor shall give written notice to the Commissioner of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules or regulations of Authorities Having Jurisdiction, and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that the Contractor has included the cost of all required items in his Proposal for a complete project.

B. Contractor shall acknowledge that he has examined the Plans, Specifications and Site, and that from his own investigations he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads and uncertainties of weather; the conformation and condition of the ground; the character, quality and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed preliminary to and during

the execution of the work; all federal, state, county, township and municipal laws, ordinances and regulations particularly those relating to employment of labor, rates of wages, and construction methods; and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

C. The City of New York assumes no responsibility for any understanding or representation made during or prior to the negotiation and execution of this Contract unless such understanding or representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility, therefore, is assumed by the City of New York.

1.5 SUBMITTALS

A. Procedure:

1. Prepare a schedule of specific submissions at the outset of the Project for review and approval.

a. If submissions listed in other Sections of Division 26 are more specific than those listed below, comply with the more specific requirements.

b. Failure of the Contractor to submit Shop Drawings in ample time for checking shall not entitle him to an extension of Contract time, and no claim for extension by reason of such default will be allowed.

c. Piecemeal submittals are unacceptable and will not be reviewed. No submittal shall be considered for review, the review of which is contingent upon acceptance of other features for which submittals have not been submitted.

d. Submittals from Vendor without Contractor's review and approval stamp will not be reviewed.

e. Submittals shall not be used by the Contractor as a means to secure approval of a substitution. Contractor must indicate all deviations, omissions and substitutions in his submittal; if there are none of these 3 exceptions, he shall then state on the submittal: "NO EXCEPTION TAKEN". Any submittal without stated exceptions, or without statement that no exception is taken, will not be reviewed and will be rejected and returned to Contractor for rectification.

f. All products of a similar nature (i.e., Panelboards, fuses, wiring devices, etc.) shall be provided by one manufacturer.

B. Shop Drawings:

1. Manufacturer's Drawings:

a. Submit equipment listed in all applicable Sections - include material specifications, operating characteristics and finishes, specified agency listings or approvals.

b. Cuts, brochures or other literature submitted for expeditious approval but incomplete or missing items of hardware or software (performance data) shall be re-submitted until all system or equipment components have been reviewed and approved. Any item not included in the original or first submission shall be considered outstanding work until such item of equipment or work has been submitted or installed in place exactly conforming to the intent of the contract documents.

c. Contractor shall provide preliminary layout drawings of all major pieces of equipment (i.e., Switchgear, switchboards, transformers), confirming that the submitted product physically fits within the architectural enclosures. This drawing is required along with the manufacturer's product data.

2. Installation Drawings:

a. Furnish coordinated drawings of equipment installation, including interconnecting conduit and supports. Minimum scale for these drawings shall be 1/4 inch equals one foot.

b. Coordinate space requirements for mechanical, plumbing and other trades in the vicinity of work.

c. Include connections, anchorages and fastenings for equipment and conduit.

d. Make allowance for clearances for access to and maintenance of equipment.

e. Do not install any conduits or equipment, in any area, prior to obtaining approval of its layout by means of submitting shop drawings.

f. Any missing items of equipment, material or labor, during initial submission of shop drawings, are to be completed and re-submitted for final approval. Shop drawing should not be used as a vehicle for obtaining variances, deviation or omission from the scope of Contract Documents. Approval of a submittal shall pertain to the portions that conform to the intent of the Contract Documents.

g. Submission of any missing, incomplete or otherwise deviant layout is subject to re-submission until all contract requirements have been properly included or shown on the same layout.

C. Required Samples:

1. Color samples, for prefinished items.

2. Natural finish metals, for quality of finish.

D. Reports:

1. Compliance with listings and approvals for equipment and for fire ratings.

2. Acceptance certificates from inspecting agencies.

3. Complete printed and illustrated operating instructions where required in report format.

4. Manufacturer's performance tests on operating equipment.

5. Performance reports for vibration isolation equipment.

6. Additional reports as noted in other sections.

E. Specific references to any article, device, product or material, fixture or item of equipment by name, make or catalog number shall be interpreted as establishing a basis of cost and a standard quality. All devices shall be of the make and type listed by Special Agencies, such as the Underwriters' Laboratories, and where required, approved by the City of New York.

F. Contractor shall be responsible for any deviations in equipment size or configuration and access requirement, from specified products.

1.6 COORDINATION

A. Contractor shall prepare preliminary shop drawings suitable for use in coordinating the work. The HVAC Section shall prepare and furnish prints at 3/8" = 1'-0" scale with all trades indicating piping, ductwork and conduit in relation to all structural elements of the construction, including floor elevations; steel locations, size, and elevations; partitions locations; door locations and direction of swing; and all other information required to assure coordination of the electrical, sheetmetal and piping trades and fire protection in relation to the Architectural function of the project. Coordination meetings shall be held under the supervision of the Commissioner. Each trade shall have proper representation at all coordination meetings for the purpose of detailing, on the sepia print mentioned above, the exact location and routing of their work. After the conclusion of the coordination at the working meetings, each trade shall sign the coordinated sepia, copies of which shall be distributed by the Contractor to all parties concerned including the

Commissioner. Final shop drawings of all trades shall be in accordance with the coordinated drawing, after which final shop drawings shall be submitted for final approval.

B. If the Contractor installs work so as to cause interference with work of other trades, he shall make necessary changes in work to correct the condition without extra charge.

C. Dimensional layout plans of equipment rooms shall be made showing all bases, pads and inertia blocks required for electrical equipment. Include dimensions of bases, bolt layouts, details, etc.

D. Contractor shall furnish all necessary templates, patterns, etc., for installing work and for purpose of making adjoining work conform, furnish setting plans and shop details to other trades as required.

1.7 MEASUREMENTS

A. Contractor shall base all his measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. He shall verify all measurements at site; and check the correctness of same as related to the work.

1.8 LABOR AND MATERIALS

A. All materials and apparatus required for the work shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.

B. Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed, at no additional cost to the City of New York.

1.9 COVERING OF WORK

A. No electrical equipment, raceways or other work of any kind shall be covered up or hidden from view before it has been examined by the Commissioner. Any unsatisfactory or imperfect work or materials that may be discovered shall be removed and corrected immediately after being rejected and other work and materials shall be provided which shall be satisfactory to the Commissioner.

1.10 PROTECTION

A. Contractor shall protect the work and material of all trades from damage by his work or workmen, and shall replace all damaged material with new.

B. Contractor shall be responsible for work and equipment until his work is finally inspected, tested, and accepted; he shall protect his work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately

installed; close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

C. Contractor shall be responsible for the preservation of all public and private property, along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures or utilities, and shall carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

D. All mechanical and electrical equipment delivered to the site shall have appropriate wrapping to protect them from rain, flood, wind, construction debris and all types of water damage normally encountered at construction sites. Protection of equipment such as switchboard, transformers, panelboards, luminaires and similar equipment shall be the responsibility of the Contractor.

1.11 CUTTING AND PATCHING

A. Provide all cutting and finish patching required for systems and equipment included in these specifications.

B. Furnish and locate all sleeves and inserts required before the new floors and walls are built; Contractor shall pay the cost of cutting and patching required for pipes where sleeves and inserts were not installed in time, or where incorrectly located. Provide all drilling required for the installation of hangers.

C. All holes cut through concrete slabs or arches shall be punched or drilled from the underside. No structural members shall be cut without the approval of the Commissioner and all such cutting shall be done in a manner directed by him.

D. Contractor shall not do any cutting that may impair strength of building construction. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

E. Provide sleeves and fire stopping at all penetrations in floors, walls and roof.

1.12 CONCRETE AND GROUTING

A. Requirements for concrete and grouting are specified in other Sections.

1. Concrete shall be 4,000 psi stone concrete with water reducing admixture, except where otherwise specified.

2. Concrete shall have air entraining admixture where exposed to weather.

B. Contractor shall make coordinated layouts showing concrete work required for housekeeping pads, roof curbs, thrust blocks, etc. which are cast in place.

C. Concrete housekeeping pads: 4" minimum thickness, sized to cover the full area of each piece of equipment provided.

D. Concrete bases: Dimension and height to suit the equipment.

E. Outside the building all concrete work related to electrical equipment shall be provided by the Contractor.

1.13 ACOUSTICAL PERFORMANCE OF EQUIPMENT AND SYSTEMS

A. All work shall be designed to operate, and shall operate, under all conditions of load, without any objectionable sound or vibration. Sound or vibration noticeable outside of the room in which installed, or annoyingly noticeable inside its own room, will be considered objectionable. Sound or vibration conditions considered objectionable and caused by failure to follow the Contract Documents or manufacturer's installation instructions shall be corrected in an approved manner by the Contractor at his expense.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Demonstration and Training for Personnel:

1. Provide demonstration and training.

B. Operating and Maintenance Data:

1. Provide four (4) complete sets of manufacturer's catalogues, instructions, maintenance and repair information and parts lists for operating equipment and devices.

a. Include factory-furnished wiring diagrams and control diagrams.

b. Submit seven sets of instructions for distribution.

2. Data for the equipment actually installed is to be submitted.

3. The data is to be carefully checked for accuracy by comparison with the installed equipment nameplates.

4. Provide a recommended list of spare parts for equipment and list of special, non-standard tools to service equipment.

5. Index and assemble the instructions in durable loose-leaf binders.

6. The completed binders are to be available at the time the equipment installation begins.

7. In addition, follow all requirements of the General Conditions.

1.15 RECORD DRAWINGS

A. Provide and maintain a currently up-to-date record set of reproducible prints showing all changes, additions or omissions made during construction. Contractor shall obtain, at his own expense, mylar copies of the Contract Drawings, for production of the Record Drawings.

B. Deliver four (4) sets of all as-built drawings and one (1) set of reproducibles of the record drawings to the Commissioner before submitting requisition for final payment.

C. Shop Drawings shall be cross-referenced on the mylar copies for this requirement where applicable.

D. Submit AutoCAD compatible as-built drawing files.

1.16 GUARANTEE

A. The following supplements the GENERAL CONDITIONS for Electrical Work:

1. Non-durable, expendable items such as lamps are not subject to replacement after the date of acceptance.

2. Guarantee time limits for equipment exceeding those indicated in GENERAL CONDITIONS are specified in the applicable Sections of Division 26.

B. In addition, follow all requirements of the General Conditions.

PART 2 - PRODUCTS

2.1 IDENTIFICATION

A. Refer to Section 26 05 53 for requirements.

2.2 ACCESS DOORS

A. General:

1. Steel, flush four-sided frame and door assembly, chemically cleaned after fabrication and painted with rust inhibitive primer.

2. Provide hardware and locking devices.

3. Provide access doors required for access to electrical work through finished wall construction and non-removable ceiling construction.

4. Deliver doors and location information to appropriate trade for installation.

5. Security Areas shall be provided with security access doors.

B. Furnish for installation by the Contractor, flush type access door or panel no smaller than 18" x 18" and no larger than 30" x 30" for all junction or pull boxes located in chases, walls, non-accessible hung ceilings or floors. Finish shall be prime coat, except floor panels which shall be polished brass or chrome plate. Doors and trim 14 gauge steel, frame 16 gauge steel, with flush concealed and standard flush locks, screwdriver operated cams, of Milcor manufacturer or approved equal.

1. All panels and their exact location subject to approval of the Commissioner.

2. Where space conditions prevent door swinging open, provide removable door on lift-up hinges. This will only be accepted on a case-by-case basis. This condition must be submitted to the Commissioner for approval prior to installation.

3. Furnish a complete list locating all access doors required in finished walls, ceilings, partitions, shafts and other inaccessible locations.

2.3 PRIME PAINTING

A. All exposed conduits, outlet boxes, pull boxes, splice boxes, support, etc. shall be painted as per Division 09.

2.4 CLEANING AND ADJUSTING

A. Notification:

1. Inform the Commissioner of all cleaning schedules one week prior to starting.

2. Notify the Commissioner again, 48-hours prior to each event. If the Commissioner does not attend the procedures, notify in writing, the specific task performed 24-hours after each event.

3. Damage to the building and equipment resulting from tests shall be repaired at no additional cost to the City of New York.

4. Tests claimed to have been performed without following above procedures shall be deemed as not performed.

B. Cleaning:

1. Clean out all debris and dirt from the interior of all panelboards, and switches. Use vacuum cleaner with bag and cartridge filters to remove dirt and debris from the interior of panelboards and switches. After cleaning, the systems shall be tested by an independent organization, approved by the Commissioner prior to testing.

2. Clean all materials and equipment; leave in condition ready to operate and ready to receive succeeding finishes where required.

3. Clean the operating equipment and systems to be dust free inside and out.

C. Permanent Equipment Operating During Construction:

1. Use only in same service as the permanent applications, provided that written approval is granted by the Commissioner.

2. Expendable media, including lamps used for temporary operation and similar materials are to be replaced just prior to acceptance.

D. Retouch or repaint equipment furnished with factory finish as required to provide same appearance as new.

E. Tools:

1. Provide one set of specialized or non-standard maintenance tools and devices required for servicing the installed equipment.

2.5 EXISTING CONDITIONS

A. The existing building will remain occupied and operational throughout the duration of the renovation. Contractors shall protect existing systems that are to remain operational and shall take all precautions to minimize dust, debris, vibration and noise in order to limit any impact on the existing facility.

PART 3 - EXECUTION

3.1 GENERAL

A. Temporary Protection:

1. Provide and maintain protection for the work whether completed or in progress.

2. Provide suitable coverings and enclosures.

B. Waterproofing:

1. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Commissioner before work is done. Contractor shall provide all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

3.2 EQUIPMENT BASES, PLATFORMS AND SUPPORTS

A. Provide supporting platforms, steel supports, anchor bolts, inserts, etc., for all equipment and apparatus requiring access for service and maintenance.

B. Obtain prior approval for installation method of structural steel required to frame into building structural members for the proper support of equipment, conduit, etc. Welding will be permitted only when approved by the Commissioner.

C. Submit shop drawings of supports for approval to the Commissioner before fabricating or constructing.

D. Provide leveling channels, anchor bolts, complete with nuts and washers, for all apparatus and equipment secured to concrete pads and further supply exact information and dimensions for the location of these leveling channels, anchor bolts, inserts, concrete bases and pads.

E. Where supports are on concrete construction, take care not to weaken concrete or penetrate waterproofing.

3.3 ACCESSIBILITY

A. The installation of electrical equipment, including panelboards, disconnect switches, motor starters, etc., shall be in accordance with the requirements of Article 110 or the New York City Electrical Code relative to work space around equipment. Equipment which is installed and does not have the working space required by the NYCEC, shall be relocated by the Contractor at no additional cost to the City of New York.

3.4 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof, for purposes other than testing even with Commissioner's consent, shall not be construed to be an acceptance of the work on the part of the Commissioner, nor shall it be construed to obligate the City of New York in any way to accept improper work or defective materials.

B. Use of permanent equipment for temporary services must be approved in writing by Commissioner.

3.5 CODES, RULES, PERMITS & FEES

A. The Contractor shall give all necessary notices, obtain all permits and filings including, but not limited to, New York City DEP, New York State DEC, New York City Building Code requirements, and pay all government sales taxes, fees, and other costs, in connection with his work.

B. Contractor shall provide drawings, equipment information required for filing with the NYC Electrical Advisory Board and obtaining approval of the proposed installation.

C. The complete design and construction shall conform to the requirements of the NYCBC, NYCEC, NYCFC and any other local or state code which may govern.

3.6 FINAL REVIEW

A. Contractor shall arrange and schedule final review of work and shall notify the Commissioner in writing that the Contractor has thoroughly checked his work and, in the opinion of the Contractor, is ready for final review.

B. During the entire period schedule for these reviews, the Contractor and representatives of each manufacturer of equipment involved shall be present. All of these organizations shall have sufficient and competent personnel present so that adjustments can be made to all systems without delay.

3.7 ACCEPTANCE

A. The operation or the temporary use of the equipment and the mechanical and electrical installation, by the City of New York, does not constitute an acceptance of the work. The final acceptance is to be made after the Contractor has adjusted his equipment, demonstrated that it fulfills the requirements of the Contract Documents, and has furnished all the required Certificates. Warranties and guaranties are effective after the acceptance.

END OF SECTION 26 05 00

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SECTION 26 05 02

INSPECTION AND TESTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This Section specifies the Contractor's inspections and tests, which are a part of the Contract Work. Testing shall include the following:

a. Cables - Low voltage - 600V maximum.

b. Switches - Low voltage.

c. Circuit Breakers - Low voltage - Insulated case.

B. The Contractor shall perform routine insulation resistance, continuity, and phase rotation tests for all distribution and utilization equipment prior to and in addition to tests performed by the testing firm specified herein.

C. The Contractor shall supply a suitable and stable source of electrical power to each test site. The testing firm shall specify the power requirements.

D. The Contractor shall notify the testing firm when equipment becomes available for acceptance testing. Work shall be coordinated to expedite project scheduling.

E. The testing firm shall notify the Commissioner 48 hours prior to the commencement of any testing.

F. Any system, material or workmanship which is found to be defective on the basis of acceptance testing shall be reported to the Commissioner.

G. The testing firm shall maintain a written record of all tests and, upon completion of the project, shall assemble and certify a final test report.

H. Related Sections:

1. Section 26 05 19 - Low Voltage Power Conductors and Cables

2. Section 26 05 26 - Grounding and Bonding for Electrical Systems

3. Section 26 24 16 - Panelboards

1.2 REFERENCES

A. American National Standards Institute (ANSI)

1. ANSI C2: National Electrical Safety Code.

B. International Electrical Testing Association (NETA)

1. ANSI/NETA ATS-2009 – Standard for Acceptance Testing Specification.

2. ANSI/NETA MTS-2007 – Standard for Maintenance Testing Specification.

C. National Fire Protection Association (NFPA)

1. NFPA 70 – The National Electrical Code.

2. NFPA 70B: Electrical Equipment Maintenance.

3. NFPA 70E – Standard for Electrical Safety in the Workplace.

D. New York City (NYC)

1. NYCBC 2008 - New York City Building Code.

2. NYCEC 2007 – New York City Electrical Code (NFPA 70-2005 amended by NYC).

E. Occupational Safety and Health Administration (OSHA) Regulations.

F. Manufacturer's instruction manuals.

G. Equipment shop drawings for equipment installed on the project.

1.3 SUBMITTALS

A. Test reports for each piece of equipment on the project tested, typed, bound and labeled. The report shall include:

1. Summary of project.

2. List of test equipment used, including manufacturer, model number and serial number, and the most recent calibration date for each piece of test equipment.

3. Listing of equipment tested.

4. Test results.

5. Recommendations.

B. Furnish copies of the complete test report to the Commissioner within 7 days of the completion of testing.

1.4 QUALITY ASSURANCE

A. Perform electrical testing in accordance with NETA Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems and the manufacturer's instructions.

1.5 QUALIFICATIONS

A. Engage an experienced firm specializing in testing and adjusting of systems and equipment specified in this Section. Firm shall have performed Inspection and Testing on projects similar in cost, material, design, and extent to the work indicated in this Section, and Inspection and Testing work has resulted in demonstrated successful operation of the installed equipment.

B. The testing firm shall be corporately and financially independent test organization which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems evaluated by the testing firm.

C. The testing firm shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907, or be a Full Member Company of the International Electrical Testing Association (NETA).

D. The lead on-site technical person shall be currently certified by NETA in electrical power distribution system testing.

E. The testing firm shall utilize engineers and technicians who are regularly employed by the firm for testing services.

1.6 PRE-TESTING CONFERENCE

A. Convene one week prior to commencing work of this Section, under provisions of General Conditions.

PART 2 - MATERIALS - NOT USED

PART 3 - EXECUTION

3.1 INSPECTION

A. Installations will be subject to review by the Commissioner. Where equipment, material or workmanship does not conform to the requirements of the specifications or the Contract Documents, the work shall be corrected to the satisfaction of the Commissioner, at no cost to the City of New York.

3.2 TESTING FIRMS

A. American Electrical Testing Company

B. Elemco Testing Company.

C. High Voltage Maintenance Corporation.

D. M & L Power Systems Maintenance, Inc.

E. Other NETA full member companies may be located by contacting the NETA office at (888) 300-6382 or http://www.netaworld.org.

3.3 EXAMINATION

A. Verify that systems are complete before commencing work. Ensure the following conditions:

1. Proper anchorage, required area clearances and proper alignment.

2. Inspect for physical damage, insulation contaminants, condensation or debris.

3. Compare equipment nameplate information with the latest one-line diagram and latest shop drawings with Commissioner's Action Stamp; report discrepancies.

4. Verify fuse and/or circuit breaker sizes and types correspond to drawings.

5. Verify the location and condition of all safety grounds.

B. Submit field reports. Report defects and deficiencies noted during the performance of services which prevent system testing.

C. Beginning of work means acceptance of existing conditions.

3.4 PREPARATION

A. Safety and Precautions: Safety practices shall include, but are not limited to, the following requirements:

1. Occupational Safety and Health Act.

2. Applicable state and local safety operating procedures.

3. NFPA 70E.

4. American National Standards for Personnel Protection.

B. All tests shall be performed with equipment de-energized. Safety grounds shall be installed where required, except where such grounds conflict with testing requirements.

C. The testing firm shall have a designated safety representative on the project to supervise the testing operations with respect to safety.

D. Provide instruments required for testing and adjusting equipment and systems. Make instruments available to the Commissioner to facilitate spot checks during tests.

3.5 INSPECTION AND TESTING

A. Cables - Low voltage - 600V maximum:

1. Test in accordance with NETA ATS Section 7.3.2.

B. Switches - Low Voltage:

1. Test in accordance with NETA ATS Section 7.5.1.

C. Circuit breakers - Low voltage - Insulated case:

1. Test in accordance with NETA ATS Section 7.6.1.1.

D. Grounding System:

1. Test in accordance with NETA ATS Section 7.13.

3.6 SCHEDULE

A. New equipment requiring inspection and electrical testing:

1. Panelboards.
2. All 600V conductors No. 2 AWG and larger.
3. All molded case circuit breakers, 100A and larger.
4. Fusible and non-fusible switches.
5. Ground systems.

B. Existing equipment requiring inspection and electrical testing:

1. Existing panelboards.

END OF SECTION 26 05 02

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for low-voltage electrical power conductors and cables in accordance with the Contract Documents. The work of this Section shall include, but not limited to, the following:

   a. Building Wire and Cable.

   b. Wiring Connectors and Connections.

   c. Conductor Pulling Lubricants.

   d. Tape.

   e. Cable Ties.

B. Related Sections:

1. Section 26 05 53 - Identification for Electrical Systems: Product requirements for wire identification.

1.2 REFERENCES

A. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

B. Electrical Codes:

1. NYC Electrical Code.

C. National Fire Protection Association:

1. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.

D. Underwriter's Laboratories:

1. UL 83 – Thermoplastic-Insulated Wire and Cables.

2. UL 486A & 486B – Wire Connectors.

3. UL 486C – Splicing Wire Connectors.

4. UL 486D – Insulated Wire Connector Systems for Underground Use or in Damp or Wet Locations.

5. UL 486E – Standard for Safety for Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors.

6. UL 510 – Standard for Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape.

7. UL 1063 – Standard for Machine-Tool Wires.

8. UL 1569 – Standard for Metal-Clad Cables.

9. UL 1581 – Reference Standard for Electrical Wires, Cables and Flexible Cords.

1.3 SYSTEM DESCRIPTION

A. Product Requirements: Provide products as follows:

1. Solid conductor for feeders and branch circuits 10 AWG and smaller.

2. Stranded conductors for control circuits.

3. Conductor not smaller than 12 AWG for power and lighting circuits.

4. Conductor not smaller than 14 AWG for control circuits.

5. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.

B. Wiring Methods: Provide the following wiring methods:

1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN or XHHW insulation in raceway.

2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN or XHHW insulation in raceway.

3. Above Accessible Ceilings: Use only building wire, Type THHN/THWN or XHHW insulation in raceway.

4. Wet or Damp Interior Locations: Use only building wire, Type USE-2 or XHHW insulation in raceway.

5. Wet or Damp Exterior Locations: Use only building wire, Type USE-2 or XHHW insulation, in raceway.

1.4 DESIGN REQUIREMENTS

A. Conductor sizes are based on copper.

1.5 SUBMITTALS

A. General Conditions.

B. Product Data:

1. Submit for building wire.
2. Submit for wiring connectors, including insulating materials.
3. Submit for conductor pulling lubricants.
4. Submit for tapes, including arc-proofing tapes.
5. Submit for cable ties.
6. Submit for lugs.

C. Test Reports: Indicate procedures and values obtained.

D. Test Reports: Submit Calibration reports for torque drivers and torque wrenches used for electrical connections. Torque drivers and wrenches shall be lab calibrated prior to use on the project and every three months thereafter.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with New York City Electrical Code (NYCEC). The NYCEC is NFPA 70 – The National Electrical Code as amended by New York City.

B. Maintain one (1) copy of NFPA 70-2005 and the New York City amendments on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

1.9 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Drawings.

1.10 COORDINATION

A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.

B. Wire and cable routing indicated is approximate unless dimensioned.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following unless otherwise noted:

1. Diamond Wire & Cable Co.
2. Essex Group Inc.
3. General Cable Co.
4. Southwire, Inc.
5. American Insulated Wire, Inc.
6. Or approved equal.

B. Product Description: Single conductor insulated wire.

C. Conductor: Copper. Solid for No. 10 AWG and smaller; stranded (class B) for No. 8 AWG and larger.

D. Insulation Ratings: 600 volt; 90 degrees C.

E. Insulation Types:

1. Type THHN/THWN or XHHW insulation for feeders and branch circuits No. 6 AWG and larger.
2. Type THHN/THWN for feeders and branch circuits No. 8 AWG and smaller.
3. Type RHW-2/USE-2 for feeders and branch circuits No. 2 AWG and larger, installed in grade under floor slabs or underground.

2.2 METAL CLAD CABLE

A. Conductor: Copper

B. Insulation Voltage Rating: 600 volts.

C. Insulation Temperature Rating: 90 degrees C.

D. Insulation Material: Type THHN/THWN or XHHW.

E. Conductors shall be color coded to match the voltage color coding specified below:

1. Armor Material: Steel.

F. Armor Design: Interlocked metal tape.

G. Grounding Conductor: Separate full size green isolated wire.

2.3 WIRING CONNECTORS

A. General:

1. Connectors specified below are for use when lugs are not provided by the equipment manufacturer.

2. Temperature rating of all connections and insulation materials shall not be less than that of the conductors and in no case shall be less than 75 degrees C.

3. Connectors with a copper rating shall be copper with tin-plating.

4. Pre-molded insulators shall be by the same manufacturer as the connector.

B. Compression Splices (copper conductors):

1. FCI Burndy: YS-L or YS series.

2. Thomas & Betts: 54800 or 54500 series.

3. Ilsco: CT or CTL series.

4. Or approved equal.

C. Compression Terminations (copper conductors):

1. FCI Burndy: YA, YAZ or YA-2N series.

2. Thomas & Betts: 54100, 54900 or 54800 series.

3. Ilsco: CRA, CRL or CRL2 series.

4. Or approved equal

D. Compression Taps (copper conductors):

1. FCI Burndy: YH or YSH series.
2. Thomas & Betts: CHT series.
3. Or approved equal.

E. Lugs, Bolt Type:

1. FCI Burndy, Type KA-U.
2. ILSCO Type TA.
3. Or approved equal.

F. Heat Shrink Tubing:

1. FCI Burndy, Type HS-H-PF.
2. ILSCO Type Heavy Wall.
3. Tyco Electronics/Raychem Type WCSM.
4. Thomas & Betts Type HSFR.
5. Or approved equal.

G. Spring Wire Connectors:

1. Buchanan.
2. Ideal.
3. King Industries.
4. NSI Industries.
5. Thomas & Betts.
6. 3M.
7. Or approved equal.

H. Crimp Type Connectors (power and control wiring, No 10 AWG and smaller):

1. FCI Burndy.
2. Buchanan.

3. ILSCO.

4. Thomas & Betts.

5. Or approved equal.

2.4 CONDUCTOR PULLING LUBRICANTS

A. Description: Water soluble, non-toxic and non-sensitizing wire lubricant with volatile solids less than 6%. The lubricant shall have no flash point in gel state and shall leave a non-flammable residue when dry.

B. Appearance: Thick gel material, suitable for application with electrically operated pumping equipment.

C. Useful temperature range: 20 - 100 degrees F.

D. Lubricant shall be equal to the following:

1. American Polywater Corporation; Polywater Clear, Polywater J.

2. Ideal Industries; Aquagel II or Clear Glide.

2.5 TAPE

A. Insulation tape shall have a minimum of 350 volts per mil dielectric strength. Vinyl tape shall be equal to 3M Scotch No. 33. Tape for conductor phase identification shall be equal to 3M Scotch No. 35.

2.6 ARC/FIREPROOFING TAPE

A. Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following unless otherwise noted:

1. 3M.

2. Plymouth Rubber Company/ Bishop.

3. Or approved equal.

B. The tape shall consist of a flexible, unsupported intumescent elastomer. The tape shall be .030 inches thick and shall be capable of 100% elongation. The tape shall be self-extinguishing and shall not support combustion. The tape shall be non-corrosive to metallic cable sheaths and compatible with synthetic cable jackets. The tape shall be secured by a band consisting of two layers of glass cloth electrical tape.

C. Arc-proofing tape shall be 3M No. 77 with 3M Scotch No. 69 glass cloth tape or Bishop No. 53 with Plymouth/Bishop No. 77 Plyglas glass cloth tape.

D. All fireproofing tapes shall be products of one manufacturer.

2.7 CABLE SUPPORTS

A. Cable Supports for Vertical Conduit shall be as specified in Section 26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS.

2.8 CABLE TIES

A. Cable ties shall be self-locking type with a minimum width of .180 inches.

B. Ties for general purpose use shall be manufactured using 6/6 nylon. Color for general purpose ties shall be white.

C. Ties for use in air handling plenums or equipment shall be manufactured using Halar or an equal low smoke density material and shall meet UL 94V-O flammability requirement. Color for plenum rated ties shall be maroon.

D. Cable ties shall be as manufactured by the following:

1. FCI Burndy.
2. Panduit.
3. Thomas & Betts.
4. Or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

B. Verify interior of building has been protected from weather.

C. Verify mechanical work likely to damage wire and cable has been completed.

D. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Conduits and raceways shall be installed and completed prior to the installation of conductors.

B. Prior to installing cables in conduits, visually inspect conduits for damage. Thoroughly swab conduits and raceways before installing conductors. Verify that bushings are in place and properly secured to prevent damage to conductors.

3.3 APPLICATION

A. Wires and cables for secondary service, feeders and branch circuits shall be single conductor unless otherwise specified.

B. Wire and cable for miscellaneous systems, such as Intercom, CATV, CCTV, Fire Alarms, Security Alarm Systems, and Telecommunications are specified in the Technical Specification Sections for those systems.

3.4 GENERAL WIRING REQUIREMENTS

A. Wiring shall be provided complete from point of service connection to all receptacles, lighting fixtures, power outlets, outlets for future extensions and other devices as shown. Slack wire shall be provided for all future connections. Unless otherwise specified, branch circuit conductors shall be No. 12 AWG or larger. In outlet boxes for future installations, ends of wires shall be taped and blank covers installed. Type of blank covers in finished areas are to be coordinated with Commissioner.

B. Cables shall not be bent either permanently or temporarily during installation to radii less than that recommended by the manufacturer.

C. Conductors not larger than No. 10 AWG located in branch circuit panelboards, signal cabinets and switchboard shall be bundled. Conductors larger than No. 10 AWG located in switchboard, distribution panels and pullboxes shall be bundled in individual circuits. Bundling and cabling shall be done with cable ties made of self-extinguishing nylon.

D. Where the length of a homerun, from panel to first circuit, exceeds 75 feet for a 120 volt circuit, the conductor size shall be minimum No. 10 AWG unless otherwise noted.

E. Where homerun circuit numbers are shown, such numbers shall be followed in connecting circuits to panelboards. Each branch circuit homerun containing two or more circuits with a common neutral shall be connected to the circuit breakers or switches in a three or four-wire branch circuit panelboard so that no two of the circuits will be fed from the same phase.

F. Conductors in distribution panels and switchboards, which are bundled by circuit, shall be provided with arc-proofing as specified below.

G. All wiring larger than #10 shall be stranded.

3.5 INSTALLATION

A. Route wire and cable to meet Project conditions.

B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

C. Identify wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated. Wire shall be color coded as indicated in Item 3.06 below.

D. All homeruns to panelboards or switchboards shall be installed in conduit.

E. Special Techniques - Building Wire in Raceway:

1. Installation equipment shall be provided to prevent cutting and abrasion of conduits or conductors. Ropes used for pulling of feeders shall be made of polyethylene or other non-metallic material.

2. Pulling lines shall be attached to conductor cables by means of either woven basket grips or pulling eyes attached directly to the conductors. Rope hitches shall not be used.

3. Pull conductors into raceway at same time.

4. Install building wire #4 AWG and larger with pulling equipment.

5. Apply conductor pulling lubricant to conductors #4 AWG and larger as the conductors enter the raceway. For conductors #1/0 AWG and larger, the lubricant shall be mechanically applied with an electric pumping system that applies a uniform coating of lubricant to the conductors, as the conductors enter the conduit.

6. Install vertical conductor supports, when installing conductors, as per NYCEC. Conductor supports shall be installed in accordance with the manufacturer's instructions.

7. Upon completion of conductor pulling, clean wire pulling lubricant from exposed portions of cables. If cables will not be immediately terminated, cut exposed copper conductor to insulation and seal conductor ends.

F. Special Techniques - Wiring Connections:

1. Perform all connection work in strict accordance with recommendations of manufacturers of the wire and connecting devices, unless otherwise noted.

2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

3. Clean conductor surfaces before installing lugs and connectors.

4. Apply anti-oxidation inhibitor compound containing copper to all stranded copper wire connections.

5. Install hydraulic compression connectors for copper conductor splices and taps, No. 6 AWG and larger.

6. Utilize hydraulic tools for compression connections in accordance with manufacturers' recommendations. Tools shall be non-removable until completion of the connection and shall leave an embossed mark to verify that proper die has been used.

7. Tools shall provide a hexagonal or circumferential crimp to the connectors. Indentation type tools are not acceptable.

8. Splices, taps and termination lugs shall be insulated with heavy wall heat shrink tubing. Tubing shall overlap the conductor insulation by a minimum of 2-inches. The tubing shall be applied using electric heat guns. Open flames or torches shall not be used.

9. Tighten all busbar and stud connections with Belleville washers, or manufacturer standard washers, utilizing torque wrench or torque indicating washer designed for the purpose by the connector manufacturer.

10. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

11. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

G. Connector Application

1. Wire to busbar for wire sizes No. 1/0 AWG and smaller; hydraulic compression lug.

2. Wire to busbar for wire sizes No. 2/0 AWG and larger; two-hole hydraulic compression lug.

3. Wire to Stud, switch, or circuit breaker; one-hole mechanical lug.

4. Stranded wire, No. 8 AWG or larger splice, tap, or pigtail connection; hydraulic compression connector with heavy-wall heat shrink tubing or pre-molded thermoplastic insulator by connector manufacturer with two half-lapped layers of vinyl tape.

H. Install solid conductor for feeders and branch circuits 10 AWG and smaller.

3.6 WIRE COLOR

A. The covering of wires and cables shall have a distinctive color code for identification of individual conductors.

B. Secondary service, feeder and branch circuit conductors throughout the electrical system shall be color coded as follows:

Phase	208/120 Volts
A	Black
B	Red
C	Blue
Neutral	White
Ground	Green
Isolated Ground	Green with tracer
Neutral of Ground fault circuit	White with tracer

C. For conductor sizes No. 6 AWG and smaller, conductor insulation shall be color coded as indicated in the table above.

D. For conductor sizes No. 4 and larger, conductors shall be identified with colored insulation. As an alternative, colored tape or heat shrink tubing at terminals, splices and boxes may be used. Tape shall be applied half lapped, with a minimum length of 6 inches.

E. Neutral Conductors: When two or more neutrals are located in one conduit, individually identify each with a color tracer to match the phase conductor and proper circuit number.

3.7 ARC/FIREPROOFING

A. Where more than one set of cables, that are protected by more than one over-current protective device, are installed in a common equipment enclosure or box and any wire is larger than No. 4 AWG, then all sets of conductors shall be covered with arcproof and fireproof tape. Where necessary to facilitate taping, boxes shall be oversized.

B. Tape shall be applied in a single layer, one half lapped, or as recommended by the manufacturer to conform to the above requirements. The tape shall be applied with the coated side next to the cable and shall be held in place with a random wrap of one half inch wide, pressure-sensitive fiberglass backed color plastic film tape. This tape shall not support combustion per ASTM.

3.8 MOTOR AND CONTROL WIRING

A. Provide all wiring to and between motors, starters, disconnect switches and other related electrical equipment except where such items are factory wired.

B. Provide control wiring at 120 volts or higher for control devices wired with branch circuits serving utilization equipment, unless otherwise specified in other Division of the Specifications.

C. For control devices operating at voltages lower than 120 volts nominal, refer to the respective Sections.

3.9 FIELD QUALITY CONTROL

A. In addition to any testing specified elsewhere in these Specifications, the Contractor shall perform basic testing of his work.

B. Contractor shall verify the continuity of all branch circuit wiring.

C. Contractor shall verify that branch circuits are properly terminated.

D. Measure the tightness of all conductor terminations using calibrated torque drivers or torque wrenches.

E. Verify the insulation integrity of all feeders using a 1,000 volt insulation resistance tester. Digital multi-meters shall not be used to verify insulation integrity.

F. Inspect and test in accordance with NETA ATS, except Section 4.

G. Perform inspections and tests listed in NETA ATS, Section 7.3.2.

END OF SECTION 26 05 19

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SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for grounding and bonding for electrical systems in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Wire.

b. Mechanical connectors.

c. Exothermic connections.

1.2 REFERENCES

A. Institute of Electrical and Electronics Engineers:

1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.

2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.

B. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. National Fire Protection Association:

1. NFPA 70 - National Electrical Code with NYC Amendments.

1.3 SYSTEM DESCRIPTION

A. Grounding systems use the following elements as grounding electrodes:

1. Metal building frame.

2. Concrete-encased electrode.

3. Existing rod electrode.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms maximum.

1.5 SUBMITTALS

A. General Conditions.

B. Product Data: Submit data on grounding electrodes and connections.

C. Test Reports: Indicate overall resistance to ground.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

A. Provide grounding materials conforming to requirements of NFPA 70, IEEE 142, and UL labeled.

B. Perform Work in accordance with New York City Electrical Code requirements.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with a minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed grounding system installations on projects similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.9 PRODUCT REQUIREMENTS

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.

B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

PART 2 - PRODUCTS

2.1 WIRE

A. Material: Stranded copper.

B. Grounding Electrode Conductor: Copper conductor bare.

C. Bonding Conductor: Copper conductor bare.

2.2 MECHANICAL CONNECTORS

A. Water Pipe Connectors shall be constructed using a copper or bronze clamp, a silicon bronze u-bolt and a cable clamping mechanism. Ground clamps shall be equal to FCI Burndy Type GAR or Type GD.

B. Hydraulic compression connectors shall be solid copper lugs, hydraulically compresses onto the conductor. Lugs shall be two-hole type with NEMA standard spacing. Bolts, nuts and flat washers shall be silicon bronze. Provide cupped, spring steel (Belleville) washers for each bolt.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

3.2 PREPARATION

A. Remove paint, rust, mill oils and surface contaminants at connection points.

3.3 INSTALLATION

A. Install in accordance with IEEE 142.

B. Install additional rod electrodes, if required, to achieve specified resistance to ground. Top of ground rods shall be 2'-6" (minimum) below finish grade.

C. Bond building steel frame and incoming water service pipes (domestic and fire protection) to main grounding bus.

D. Install grounding and bonding conductors concealed from view. Ground conductors shall be run 2'-6" (minimum) below finish grade. Where ground conductors are installed within the building, install in rigid steel conduit.

E. Bond together metal siding not attached to grounded structure; bond to ground.

F. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

G. Permanently ground entire light and power system in accordance with the NYCEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.

H. Accomplish grounding of electrical system by using insulated grounding conductor installed with all feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with the NYCEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment.

I. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.

C. Perform ground resistance testing in accordance with IEEE 142.

D. Perform continuity testing in accordance with IEEE 142.

E. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION 26 05 26

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
6/20/2014

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for hangers and supports for electrical systems in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Conduit supports.

b. Formed steel channel.

c. Spring steel clips.

d. Sleeves.

e. Mechanical sleeve seals.

1.2 REFERENCES

A. ASTM International:

1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.

4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

B. Electrical Code

1. NYC Electrical Code.

C. Underwriters Laboratories Inc.:

1. UL 263 - Fire Tests of Building Construction and Materials.

2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

3. UL 1479 - Fire Tests of Through-Penetration Firestops.

4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.

5. UL - Fire Resistance Directory.

1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

A. Firestopping Materials: UL 1479 to achieve fire ratings as noted on Drawings for adjacent construction, but not less than 1 hour fire rating.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to applicable code for fire resistance ratings and surface burning characteristics.

1.6 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.

C. Product Data:

1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly. Details of each assembly shall be submitted, indicating the manufacturer's UL Listing Number for the system.

E. Design Data: Indicate load carrying capacity of trapeze hangers, hangers and supports.

F. Manufacturer's Installation Instructions:

1. Hangers and Supports: Submit special procedures and assembly of components.

2. Firestopping: Submit preparation and installation instructions.

G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

H. Engineering Judgments: For conditions not covered by UL listed designs, submit judgments by a Licensed Professional Engineer suitable for presentation to the City of New York for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.

1. Wall Penetrations: Fire F-Ratings as indicated on Architectural Drawings, but not less than 1-hour.

2. Floor Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.

a. Floor Penetrations within Wall Cavities: T-Rating is not required.

B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.

1. Non-combustible Penetrating Items: Non-combustible materials for penetrating items connecting maximum of three stories.

2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.

C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.

D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.

E. Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: All work shall be performed by skilled workers. The Contractor performing the work of this section must have completed hanger and support installations on projects

similar in scope, materials and extent to that indicated in this section, and whose work has resulted in construction with a record of successful in-service performance.

1.9 PRODUCT REQUIREMENTS

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.

B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.

B. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Allied Tube & Conduit Corp.
2. Electroline Manufacturing Company.
3. O-Z/Gedney Co.
4. Or approved equal.

B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.

1. Size: Working load of rod support shall not exceed values below:

Rod Diameter	Maximum Load
3/8"	610 lbs.
1/2"	1130 lbs.
5/8"	1810 lbs.
3/4"	2710 lbs.

C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.

D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.

E. Conduit clamps - general purpose: One-hole malleable iron for surface mounted conduits.

F. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self-locking.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:

1. Allied Tube & Conduit Corp.
2. B-Line Systems.
3. Unistrut Corp.
4. Kindorf.
5. Or approved equal.

B. Product Description: 12-gauge thick steel. 1-1/2 inch by 1-1/2 inch nominal.

2.3 SLEEVES

A. Sleeves through Non-fire Rated Floors: 18-gauge thick galvanized steel.

B. Sleeves through Walls, Footings, and Potentially Wet Floors: Schedule 40 Steel pipe; Schedule 40 stainless steel pipe for wet areas and below grade penetrations.

C. Sleeves for through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Schedule 40 steel pipe, minimum two trade sizes larger than penetrating pipe.

D. Sleeves for through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: For cables not in conduit, provide pre-fabricated fire rated sleeves including seals, UL listed.

E. Fire-stopping Insulation: Mineral wool, non-combustible.

2.4 MECHANICAL SLEEVE SEALS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Thunderline Link-Seal, Inc.
2. NMP Corporation.

3. Or approved equal.

B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.5 FIRESTOPPING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. International Protective Coating Corp.
5. 3M fire Protection Products.
6. Specified Technology, Inc.
7. Or approved equal.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Multiple component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Multiple component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of [mineral] [ceramic] fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

2.6 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

C. General:

1. Furnish UL listed products.

2. Select products with rating not less than rating of wall or floor being penetrated.

D. Non-Rated Surfaces:

1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.

2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify openings are ready to receive sleeves.

B. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Obtain permission from the Commissioner before drilling or cutting structural members.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:

1. Concrete Structural Elements: Provide precast inserts, expansion anchors, and preset inserts.

2. Steel Structural Elements: Provide beam clamps or welded fasteners. Welded fasteners shall be reviewed by the Commissioner prior to installation.

3. Concrete Surfaces: Provide expansion anchors.

4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts and hollow wall fasteners.

5. Solid Masonry Walls: Provide expansion anchors.

6. Sheet Metal: Provide sheet metal screws.

7. Wood Elements: Provide wood screws.

B. Inserts:

1. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

C. Install conduit and raceway support and spacing in accordance with NFPA 70, except spacing of supports for EMT shall not exceed 8'-0" on center.

D. Do not fasten supports to pipes, ducts, mechanical equipment, roof deck, or conduit.

E. Install multiple conduit runs on common hangers.

F. Supports:

1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.

2. Install surface mounted cabinets and panelboards with minimum of four anchors.

3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.

4. Support vertical conduit at every floor.

3.4 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.

D. Fire Rated Surface:

1. Seal opening at floor, wall, partition, ceiling, and/or roof as follows:

a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

c. Pack void with backing material.

d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.

2. Where cable tray, bus, cable bus duct, conduit, wireway, or trough penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.

E. Non-Rated Surfaces:

1. Seal opening through non-fire rated wall, partition floor, ceiling, and roof opening as follows:

a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.

b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.

c. Install type of firestopping material recommended by manufacturer.

2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.

3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.

4. Interior partitions: Seal all pipe penetrations. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.5 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with adjustable interlocking rubber links.

B. Conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.

C. Set sleeves in position in forms. Provide reinforcing around sleeves.

D. Size sleeves large enough to allow for movement due to expansion and contraction.

C. Electrical Code:

1. NYC Electrical Code.

D. Underwriters Laboratories, Inc.

1. UL 1 – Standard for Flexible Metal Conduit.
2. UL 5 – Standard for Surface Metal Raceways and Fittings.
3. UL 6 – Standard for Electrical Rigid Metal Conduit.
4. UL 6A – Standard for Electrical Rigid Metal Conduit – Aluminum and Stainless Steel.
5. UL 360 – Standard for Liquid-Tight Flexible Steel Conduit.
6. UL 467 – Standard for Grounding and Bonding Equipment.
7. UL 514B – Standard for Fittings for Cable and Conduit.
8. UL 797 – Standard for Electrical Metallic Tubing – Steel.
9. UL 1242 – Standard for Electrical Intermediate Metal Conduit – Steel.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system. Provide empty conduits, boxes, etc. for miscellaneous low voltage systems (telecommunication, cable TV, security, audio/visual, etc.). Final special requirements shall be coordinated with respective low voltage consultants and the Commissioner.

B. Mechanical Rooms, Wet and Damp Locations: Provide rigid steel conduit. Provide cast metal outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.

C. Conduits in masonry walls shall be rigid galvanized steel.

D. Concealed Dry Locations: Provide rigid galvanized steel. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

E. Concealed Dry Locations downstream of homerun junction box: Provide electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas.

F. Exposed Dry Locations: Provide rigid steel conduit. Conduits on wall shall be secured with two-hole conduit straps. Provide sheet-metal boxes. Provide hinged enclosure for large pull boxes.

G. Connections requiring vibration isolation or flexibility for service: Liquid-tight flexible metal conduit. Maximum length shall be 18 inches.

1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

B. All conduits shall be concealed within wall construction unless otherwise indicated on the drawings.

1.5 SUBMITTALS

A. General Conditions.

B. Product Data: Submit for the following:

1. Liquid-tight flexible metal conduit.
2. Raceway fittings.
3. Conduit bodies.
4. Surface raceway.
5. Wireway.
6. Pull and junction boxes.
7. Conduit sealing fittings and explosion-proof outlet/junction boxes.

C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents:

1. Record actual routing of conduits larger than 2 inch.
2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 PRODUCT REQUIREMENTS

A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.8 COORDINATION

A. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

B. Conduit – Metallic:

1. Allied Tube and Conduit Corporation.
2. Triangle Wire and Cable Co.
3. Republic Conduit.
4. Wheatland Conduit.
5. Or approved equal.

C. Conduit – Metallic Fittings:

1. Bridgeport.
2. Cooper/Crouse-Hinds.
3. Thomas & Betts Corporation.
4. O-Z/Gedney.
5. Appleton Electrical Products.
6. Or approved equal.

D. Rigid Steel Conduit: ANSI C80.1.

E. Fitting and couplings for rigid steel conduit shall be manufactured from galvanized steel, galvanized ductile iron or galvanized malleable iron. All conduit fittings shall be threaded.

F. Die-cast zinc-alloy fittings of any type shall not be used on any type of conduit.

G. Bushings for raceways 1-1/4 inch and larger shall be of the threaded grounding insulated-throat type. The bushing shall be manufactured of malleable iron or aluminum, with an integral ground lug and stainless steel grounding screw. Bushings shall meet the requirements of UL 467 and UL 514B. The insulating throat shall be of thermo-setting plastic, nylon or fiber material, molded into the metallic body of the fitting. Conduit bushings made entirely of non-metallic material shall not be used. The grounding means may be either pressure type wire terminals or copper grounding lugs. Bushings shall be equal to Thomas & Betts Blackjack (BG) Series.

H. Elbows, bends and nipples for Rigid Steel and Intermediate Metal conduits shall be threaded, of same grade of material and hot-dip galvanized in same manner as straight lengths.

I. Conduit unions shall be two-piece (Erickson couplings) or three-piece threaded couplings, Thomas & Betts 674 series, O-Z/Gedney Type 4 or approved equal, shall be used to join two conduits coming together from opposite directions when standard threaded couplings cannot be used. Only steel/malleable iron fittings shall be used with steel conduits.

J. Conduit bodies (LB, T, C, etc.) shall be manufactured from gray iron or malleable iron. Iron fittings shall be zinc plated. Covers shall be steel with zinc plating and a neoprene gasket. All conduit bodies shall have threaded conduit inlets. Equal to Thomas & Betts or O-Z/Gedney.

K. Conductor supports shall be wedging plug type, consisting of a malleable or ductile iron body, which threads onto the end of a conduit, and an impregnated wood plug, drilled for the installed conductors. Wood plugs shall be factory drilled for the conductors installed. Supports shall be equal to O-Z/Gedney Type S.

L. Conduit fittings for grounding conductors shall be terminated with a die-cast bronze fitting and a brass screw. The fitting shall be threaded onto the end of the conduit, with the conductor routed through an opening with the set-screw. The set screw shall be tightened against the conductor to provide bonding of the conduit to the ground conductor. Ground conductor fittings shall be equal to O-Z/Gedney GH-B series.

M. Expansion Fittings shall be as follows:

1. Deflection and Expansion Fitting - Crouse Hinds type XD or O-Z/Gedney type DX.

2. Expansion Fitting - Spring City Type EF or O-Z/Gedney type AX.

3. Expansion fittings shall be provided with an external bonding jumper, consisting of steel 'U' bolts, a malleable or ductile iron clamp, and a tinned copper braid conductor. Equal to O-Z/Gedney Type BJ.

2.2 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. AFC Cable Systems.
2. Alflex Corporation.
3. Electri-Flex Company.
4. Or approved equal.

B. Product Description: Interlocked steel construction with PVC jacket.

C. Fittings: NEMA FB 1; steel or cast iron with zinc coating. Die-cast zinc fittings are not permitted.

2.3 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Allied Tube and Conduit Corporation.
2. Triangle Wire and Cable Co.
3. Republic Conduit.
4. Wheatland Conduit.
5. Or approved equal.

B. Product Description: ANSI C80.3; galvanized steel tubing.

C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, compression type. Die-cast zinc fittings are not permitted. Set screw fittings shall not be used.

2.4 WIREWAY

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Hammond Manufacturing.
2. Hoffman.
3. Schneider Electric/Square D.
4. The Wiremold Company.

5. Or approved equal.

B. Product Description: General purpose type wireway.

C. Knockouts: None.

D. Size: as indicated on the drawings, but not less than 6 x 6 inch; length as indicated on Drawings.

E. Cover: Screw cover.

F. Connector: Slip-in.

G. Fittings: Lay-in type with removable side; captive screws.

H. Finish: Rust inhibiting primer coating with gray enamel finish.

2.5 OUTLET BOXES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Hubbell/Raco.

2. Thomas & Betts/Steel City.

3. Or approved equal.

B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.

1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required. Minimum box size shall be 4" Octagonal, 1-1/2" deep.

2. Concrete Ceiling Boxes: Concrete type.

3. Minimum box size shall be 4" x 4" x 1-1/2" deep.

4. Provide Extension rings as required to accommodate wall thickness.

C. Cast Boxes: NEMA FB 1, Type FD, cast iron alloy with threaded hubs, zinc coated. Furnish gasketed cover, UL Listed as "in-use" for receptacles.

D. Wall Plates for Finished Areas: As specified in Section 26 27 26.

E. Wall Plates for Unfinished Areas: Furnish gasketed cover.

F. Or approved equal.

2.6 PULL AND JUNCTION BOXES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Hammond Manufacturing.

2. Hoffman.

3. Or approved equal.

B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

C. Hinged Enclosures.

D. Surface Mounted Cast Metal Box: NEMA 250, Type 4X; flat-flanged, surface mounted junction box:

1. Material: Galvanized cast iron.

2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Install Work in accordance with the New York City Electric Code (NFPA 70-2008 as Amended by New York City).

B. Ground and bond raceway and boxes in accordance with Section 26 05 26.

C. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.

D. Identify raceway and boxes in accordance with Section 26 05 53.

E. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.3 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.

B. Unless otherwise indicated, all raceway shall be concealed in walls or above ceilings in all finished spaces.

C. Arrange raceway supports to prevent misalignment during wiring installation.

D. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

E. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.

F. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports

G. Do not attach raceway to ceiling support wires or other piping systems.

H. Construct wireway supports from steel channel specified in Section 26 05 29.

I. Route exposed raceway parallel and perpendicular to walls.

J. Route raceway installed above accessible ceilings parallel and perpendicular to walls.

K. Route conduit in and under slab from point-to-point.

L. Conduit in Slab Above Grade: Not Permitted.

M. Maintain clearance between raceway and piping for maintenance purposes.

N. Maintain 12-inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.

O. Cut conduit square using saw or pipe cutter; de-burr cut ends.

P. Bring conduit to shoulder of fittings; fasten securely.

Q. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

R. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Provide hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.

S. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

T. Install fittings to accommodate expansion and deflection where raceway crosses expansion joints.

U. Install suitable 250 pound test polypropylene pull line in each empty raceway except sleeves and nipples.

V. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

W. Close ends and unused openings in wireway.

X. Final connection to vibrating or rotating equipment shall be with seal-tite raceway, 18 inches maximum length.

3.4 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings or specified in section for outlet device.

B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.

C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.

D. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Install conduits to recessed outlet boxes such that all threaded fittings are used. Typically, the conduit will exit the wall one block course below the top of the wall.

E. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

F. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

G. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

H. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.

I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

J. Install stamped steel bridges to fasten flush mounting outlet box between studs.

K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

L. Install adjustable steel channel fasteners for hung ceiling outlet box.

M. Do not fasten boxes to ceiling support wires or other piping systems.

N. Support boxes independently of conduit.

O. Install gang box where more than one device is mounted together. Do not use sectional box.

P. Install gang box with plaster ring for single device outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 13.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.

C. Locate outlet boxes to allow luminaires positioned as indicated on Architectural reflected ceiling plan.

D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.6 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused openings in boxes.

3.7 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore finish.

END OF SECTION 26 05 33

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

125 Worth Street, 1st Floor
DOHMH Vital Records
FMS ID No. HL82125VR
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SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for identification for electrical systems in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Nameplates.

b. Labels.

c. Wire markers.

d. Conduit markers.

e. Stencils.

f. Underground Warning Tape.

g. Lockout Devices.

B. Related Sections:

1. Section 09 91 23 – Interior Painting.

1.2 SUBMITTALS

A. General Conditions.

B. Product Data:

1. Submit manufacturer's catalog literature for each product required.

2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NYCEC.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three (3) years documented experience.

1.6 DELIVERY, STORAGE AND HANDLING

A. General Requirements - Requirements for transporting, handling, storing, and protecting products.

B. Accept identification products on site in original containers. Inspect for damage.

C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Install labels only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

1.8 EXTRA MATERIALS

A. General Requirements - Requirements for extra materials.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Seton.

2. Brady.

3. Or approved equal.

B. Product Description: Laminated three-layer plastic with engraved black letters on white background color. Yellow letters on a red background for emergency equipment. Black letters on a yellow background for standby power.

C. Letter Size: See Nameplate Type Schedule below.

D. Minimum nameplate thickness: 1/8.

2.2 LABELS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Seton.

2. Brady.

3. Or approved equal.

B. Labels: Embossed adhesive tape, with 3/16 inch background.

2.3 WIRE MARKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Seton.

2. Brady.

3. Or approved equal.

B. Description: Cloth tape, split sleeve type wire markers.

C. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.

2. Control Circuits: Control wire number as indicated on shop drawings.

3. 208 Volt System: 208/120 VOLTS.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

A. Install identifying devices after completion of painting.

B. Nameplate Installation:

1. Install nameplate parallel to equipment lines.
2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners.
3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners.
4. Secure nameplate to equipment front using screws.
5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.

3.3 NAMEPLATE SCHEDULE

A. Nameplates shall be provided for the following electrical equipment:

ITEM		NAMEPLATE TYPE
1.	Distribution panelboards	A
2.	Main and branch over current devices in distribution panelboards.	B
3.	Lighting, receptacle and power panelboards	A
4.	Safety switches	B
5.	Spare fuse cabinets	E
6.	Pullboxes and cable tap boxes	F
7.	Pushbuttons, pilot lights, etc. for motor controls	H
8.	Control panels	G
9.	Receptacles outlet plate	I

B. Nameplate Type Schedule:

'A' Line 1: Equipment Designation (1" high letters)
Line 2: Voltage, phase, No. wires (1/2" high letters)
Line 3: Incoming feeder designation (1/2" high letters)

'B' Line 1: Load description (1/4" high letters)
Line 2: Breaker trip or fuse rating (1/4" high letters)

'C'	Line 1:	Transformer KVA rating (1" high letters)
	Line 2:	Designation of panel served (1/2" high letters)
	Line 3:	Incoming feeder designation (1/2" high letters)
'E'	Line 1:	"Spare Fuse Cabinet" (1" high letters)
'F'	Line 1:	Feeder designations (1/4" high letters)
'G'	Line 1:	Cabinet Designation (1" high letters)
'H'	Line 1:	Description of operation and equipment controlled (1/2" high letters)
'I'	Line 1:	Circuit number and panelboard designation (1/4" high letters) –

C. Label Installation:

1. Install label parallel to equipment lines.
2. Install label for identification of individual control device stations.
3. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:

1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
3. Install labels at data outlets identifying patch panel and port designation.

END OF SECTION 26 05 53

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SECTION 26 09 43

LIGHTING CONTROL SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Extent of lighting control system work is indicated by drawings and by the requirements of this section. It is defined to include low voltage lighting control panels, switch inputs and wiring.

2. Type of lighting control equipment and wiring specified in this section include the following:

a. Low Voltage Lighting Control Panels.

b. Requirements are indicated elsewhere in these specifications for work including, but not limited to, raceways and electrical boxes and fittings required for installation of control equipment and wiring.

1.2 SUBMITTALS

A. General Conditions.

B. Submittal documentation shall be furnished by the manufacturer for approval by the Commissioner and must be approved in writing prior to shipment of any equipment from the manufacturer. It shall consist of:

1. Bill of Materials: Manufacturer shall submit in bill of material form an itemized list of all materials being supplied to meet the specifications.

2. Product Data: Manufacturer shall submit data on each of the components proposed for the low voltage lighting control system.

3. One-Line Diagram: Manufacturer shall submit a one-line diagram of the proposed system configuration with relative placement of all equipment.

4. Typical Wiring Diagrams: Submit typical wiring diagrams for all proposed equipment with sufficient details for all interconnections.

1.3 PRODUCT SUPPORT

A. Programming: The manufacturer shall provide initial programming of the system. Contractor shall identify relays and circuits.

B. Commissioning: After the system has been installed, the network wiring and telephone lines are operational; the contractor shall secure the services of a factory-trained representative of the manufacturer to verify correct operation of all system components. The factory-trained representatives shall verify that the contractor has properly installed and interconnected all supplied components. They shall start up all equipment and demonstrate that it meets the requirements of this specification.

C. Training: As part of the commissioning procedures, the manufacturer shall provide a minimum of 8 hours training for the owner's representative in the operation of the system.

D. Technical Support: The manufacturer shall provide free telephone support to the owner for the duration of the warranty period.

E. Extended Service Coverage: Maintenance agreements shall be available from the manufacturer to provide service for the system both during and after the warranty period.

1.4 QUALITY ASSURANCE

A. UL & cUL Approvals:

1. The control panels shall be tested and listed under the UL 916 Energy Management Equipment standards and CSA C22.2 #205.

B. Electrical Code Compliance:

1. The control system shall comply with all applicable requirements of the Electrical Code of the City of New York.

C. NEMA Compliance:

1. The control system shall comply with all applicable portions of the NEMA standards regarding the types of electrical equipment enclosures.

D. Component Pre-Testing:

1. All control equipment shall undergo strict inspection standards.

E. System Checkout and Initial Programming:

1. The lighting control equipment manufacturer shall provide initial set-up and programming of the software program controlling the lighting relays. Relay panel schedules and low-voltage relay documentation shall be the responsibility of the Contractor to collect and furnish to the equipment manufacturer for initial program setup.

F. Manufacturer:

1. Manufacturer shall have a minimum of ten years' experience in control systems. Manufacturer shall provide off the shelf control products from its inventory. Control systems that require custom assembly and sizing shall not be acceptable.

2. Basis of Design is: Greengate Lighting Control Panel.

3. Alternative Lighting Control Systems Include:

   a. NexLight Lighting Control Systems

   b. Square D Powerlink G3 System

   c. Approved equal

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. System Description:

1. The lighting control system shall consist of low voltage relay control panels that are able to network. Each panel is to be made of distributed logic components that are programmable, addressable and do not require a central operator for control. The system shall be modular in design and scaleable for future expansion of the system.

2. Each low voltage lighting control panel shall contain microprocessor-controlled input or control relay modules each containing an individual microprocessor.

3. Programmable intelligence shall include Time-Of-Day control, 32 holiday dates, warn occupants of an impending off, timed outputs, preset control, auto daylight savings, control based on outdoor light level, optional astronomical clock w/offsets and local control.

4. Each low voltage lighting control panel shall offer up to 12 programmable switch inputs and 12 programmable control relays.

5. The control system shall provide networking between sets of lighting control panels without adding communication or networking cards in each of these panels. Sets of the control panels shall be wired to the same line. Networking between lines shall be possible via twisted pair with a Line Coupler. All inputs (no limitation) are transferable over the network to create any switching pattern required.

6. A set of up to ten low voltage lighting control panels with up to 320 inputs and 480 relay outputs shall be able to network without using communication or networking cards in any of these ten panels. Each panel shall contain an RS232 interface module for access to and configuration of any of the ten control panels.

The set of up to ten low voltage lighting control panels shall consist of a base panel and expansion panels as indicated on the drawings.

7. Base panel shall provide up to 32 programmable switch inputs, up to 12 programmable control relays, an RS232 interface module for access to and configuration of any of the set of ten control panels, a time-clock with four time channels shall be optional.

   a. Additional features for the base panel:

      1) Time -clock with sixteen channels

      2) Dual Sensor for outdoor ambient light level based control and temperature monitoring.

      3) Touch Panel user control interface

      4) Key switch interface

      5) Up to two motion sensors

      6) IP Interface for Internet Protocol access via LAN.

   b. These features shall be added without using any of the programmable switch inputs on any of the panels.

8. Each of the expansion panels shall provide up to 12 programmable switch inputs, up to 12 programmable control relays, an RS232 interface module for access and configuration of any one of the set of ten control panels. Refer to contract documents for the exact quantities.

9. Each individual control relay shall provide an optional timer delay function with output timers for 30, 60, 90, 120, 180, 240 minutes.

10. Each individual control relay shall provide an optional Warn Off (flash the lights) to inform the occupants of an impending Off command. The Warn Off command shall provide a time delay duration of 5 extra minutes. The occupants may exit the premises with adequate lighting or cancel the Warn Off by overriding the lighting zone. This option occurs with all OFF commands except local overrides.

11. Each individual control relay shall permit lighting to be overridden ON. The control system shall provide timed overrides assigned to specific relays. Override times may be configured to 30, 60, 90, 120, 180, 240 minutes. Once the timed override expires the control system shall return the relays to their programmed state. These overrides shall be hard-wired inputs.

12. Configuring the control system shall be through a Palm OS or PC based configuration software. The Palm OS device or PC may be connected to any panel in the control system via the RS232 interface module. The PC based configuration software shall permit either local configuration via the RS232 interface module

or remote programming via an optional IP interface. Descriptive information shall assist the user to employ the system without a programming manual.

13. Each control relay output shall provide a logic control function for logic (AND, OR) combination of inputs controlling the output relay. Logic AND control enables or disables an output relay based on Time of Day scheduling or any input in the system. Logic OR control provides forced ON control of an output relay by Time of Day scheduling or from any input in the system.

B. Hardware Features:

1. Operator Interface:

   a. The control panel-programming interface resides in firmware in the relay outputs and schedule assignments. Systems that utilize blocking diode technology for relay assignments shall not be acceptable.

2. Contact Inputs:

   a. The control system shall permit up to 32 dry contacts (Digital/Switch Inputs) per control panel for override purposes. Momentary 2 wire (toggle) inputs shall be supported. Maintained contacts shall be supported as 2 wire (SPST) inputs. Inputs shall be dry contacts (24 VDC @ 12 MA supplied to the inputs). An input shall be software link-able to any number of relays for override control.

3. Relay Type:

   a. The system shall utilize control relays, which are rated to 20 amps at 277 VAC max. The relays shall be mechanically held and are provided in groups of eight. The relays shall be rated for 1 million mechanical operations. A limited 2-year warranty shall be provided on the individual relays.

   b. The relays shall be modular in design and offer a manual override switch for manual control of the relay even in absence of control power to the relay module. The manual override switch should also provide visual indication of relay status.

   c. Two relay outputs may be switched simultaneously for two pole loads.

   d. The relay modules shall be approved for switching of different voltage levels or phases on adjacent relays.

4. Time Clock:

   a. The control system may contain a 4-channel time clock for individual time control of four groups of relays. The control system shall provide power for the time clock thereby eliminating any external power supply.

The time clock shall provide 372 Time of Day/holiday schedules for weekly, or 365 day programming.

b. The time clock shall utilize a battery backup for the schedules and the operation of the quartz time clock. The time clock shall be protected against power interruptions lasting as long as ten years.

5. Photocell Control:

a. The control system shall provide for outdoor ambient light sensor. The control system shall provide power for the sensor thereby eliminating any external power supply. The sensor shall be for outdoor applications and provide the control signal to any number of output relays once the threshold is reached. The light sensor shall be connected to the panel with low voltage twisted pair.

6. Local Low Voltage Switch:

a. Provide low voltage switches as shown on the drawings. The switches shall be 3 wire/2 button momentary contact switch type. Switch color, plate color and material shall be as required by the Commissioner.

7. Modular Design:

a. The control system shall employ an all-modular design for easy addition of input or relay output modules. The system shall still function if single modules should fail.

b. All connections for the switch inputs shall incorporate quick connect terminals. The relay modules shall be designed for rapid field replacement or addition. Systems that do not employ a modular design shall not be acceptable.

8. Memory Back-Up:

a. Any control system component with a microprocessor shall utilize non-volatile memory to store configuration data. The data shall be protected against power interruptions lasting as long as ten years. The data storage shall be entirely maintenance-free.

9. Control Power Supply:

a. The control system shall incorporate the use of UL listed Class 2 power supply (120 VAC).

10. Forced Control Override:

a. Each relay module shall provide a forced control override of all relays in a relay module for service or priority override purposes. The forced control override may be applied via the Palm OS or PC based

configuration tool, the optional Touch Display, or a dedicated forced control maintained three-way switch input.

b. The forced control shall override provides "ALL ON", "AUTO" and "ALL OFF" control of the relay modules. The forced control shall operate all of the relays in the control relay module. This forced control shall override and supersede all commands from other inputs when the forced control is in the "ALL ON or ALL OFF" position.

c. The system shall remember the last command to the individual relays. Upon returning the forced control override to the "AUTO" position, the relays shall return to the most recent command state. This will occur even if the last command happened during the forced control override condition.

11. Lockable Enclosure:

a. Each control panel shall be enclosed in a lockable, NEMA class 1 enclosure. The enclosure shall be manufactured out of steel per UL916. Panels should offer a key lock option.

12. Enclosure Wall Mounting:

a. The enclosure shall be for flush mounting.

13. Internet Protocol Interface:

a. The control system shall be capable of interfacing with a Local Area network using the Internet Protocol.

b. The system shall permit: Local Area Network (LAN), On-Site & Off-Site communications with the PC Set-up software.

14. PC Based Set-Up Software:

a. PC based Set-up software shall enable any MS-Windows PC to configure any lighting control panel connected to the network. The PC connection shall be an RS-232 direct connection to the lighting control panel at 9600 baud. The software package shall allow individual panel programming to be executed locally or remotely through a Local Area Network (LAN) connection. The configuration software shall permit the user to modify the control system configuration while the control system is in operation. The control system shall not be taken to an "OFF-LINE" mode. This software package shall store all programmed data and archive for future use.

b. Software package shall permit the PC to be utilized for other functions (i.e. word processing, database, etc.) besides lighting control. Systems that require an "on-line" dedicated computer for control system operation shall not be acceptable.

c. The following features shall be standard in the PC based Set-up software:

1) Standard Software Features:

a) Real Time Relay Status Monitoring

b) Alpha-Numeric Descriptors

c) Configuration Modifications

d) Manual Relay Commands

2) File Maintenance:

a) Archive Programs

b) Data Base Restoration

c) Uploading and Downloading of Configuration

15. Configuration Interface (Rs-232 Port):

a. Each control panel shall provide an RS-232 module to permit configuration of any panel from any panel in the system using a Palm OS or PC based Set-up software. The control panel shall provide an RS-232 module. Configuration shall be permitted through either a local connection or remotely through a LAN connection. PC software shall permit multiple file storage for data archival and for seasonal facility requirements.

b. Operator commands may be issued directly from the Palm OS device or PC Keyboard.

16. Network (EIB):

a. The control system shall be capable of panel-to-panel communications over a hard-wired data network. The network shall consist of twisted pair of wire utilizing the EIB communication standard. The network shall support no less than 500 control panels. This communication standard shall allow a maximum distance of 2100 feet for panel-to-panel communications. The recommended wire is Belden #6230FE or equivalent.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION AND DOCUMENTATION

A. Installation:

1. The control system shall be installed and fully wired as shown on the plans by the contractor. The contractor shall complete all electrical connections to all control circuits and override wiring.

B. Documentation:

1. The contractor shall provide accurate "as built" drawings to the owner for correct programming and proper maintenance of the Lighting Control system. The "as built" shall indicate the load controlled by each relay and the relay panel number.

C. Operation And Service Manuals:

1. The factory shall supply all operation and service manuals.

3.2 PRODUCT SUPPORT AND SERVICE

A. Factory Support:

1. Factory telephone support shall be available at no cost to the owner during the warranty period. Factory assistance shall consist of solving programming or application questions concerning the control equipment.

3.3 SYSTEM INSTALLATION AND ACCEPTANCE

A. Installation:

1. The Contractor is responsible for complete installation of the entire system according to strict factory standards and requirements. The following items shall constitute factory standards and requirements:

a. All system equipment shall operate in accordance with specification and industrial standard procedures.

b. An operational user program shall exist in the control system. The program shall execute and perform all functions required to effectively operate the site according to the requirements.

c. A demonstration of program integrity during normal operation and pursuant to a power outage shall be performed. Verify connection of power feeds and load circuits. Verify connection and location of controls. Verify proper connection of panel links (low voltage/data) and address panel. Verify system operation control-by-control, circuit-by-circuit. Verify proper operation of supplied interfacing equipment to other devices. Obtain sign-off on system functions. Users to be trained on system operation.

d. The Contractor shall provide a minimum of two training hours on the operation and use of the control system. Additional support services shall be negotiated between the contractor and the building owner or manager.

3.4 WARRANTY

A. Warranty:

1. Manufacturer shall supply a 2-year warranty on all hardware and software.

B. The manufacturer shall provide customer service support 8 hours per day, Monday through Friday. The manufacturer shall guarantee replacement of defective components.

END OF SECTION 26 09 43

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for panelboards in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Distribution Panelboards.

b. Fusible Switch Panelboards.

c. Branch Circuit Panelboards.

B. Related Sections:

1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

2. Section 26 05 53 - Identification for Electrical Systems.

3. Section 26 28 13 - Fuses.

1.2 REFERENCES

A. Institute of Electrical and Electronics Engineers:

1. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.

B. National Electrical Manufacturers Association:

1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.

2. NEMA FU 1 - Low Voltage Cartridge Fuses.

3. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.

4. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.

5. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).

6. NEMA PB 1 - Panelboards.

7. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.

C. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

D. Electrical Code

1. New York City Electrical Code.

E. Underwriters Laboratories Inc.:

1. UL 67 - Safety for Panelboards.

2. UL 1283 - Electromagnetic Interference Filters.

3. UL 1449 - Transient Voltage Surge Suppressors.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate manufacturer's panelboard type, outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes. Indicate circuit breaker handle locking devices, shunt trip coils and any other required options or accessories.

C. Product Data: Submit catalog data showing specified features of standard products.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.

B. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

1.6 MAINTENANCE MATERIALS

A. General Requirements - Execution and Closeout Requirements: Requirements for maintenance products.

B. Furnish two of each panelboard key. Panelboards keyed with Yale 511S with 47 key.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by Schneider Electric/Square D, or approved equal.

2.2 DISTRIBUTION PANELBOARDS – CIRCUIT BREAKER

A. Product Description: NEMA PB 1, circuit breaker type panelboard.

B. Panelboard Bus: Tin/Silver plated Copper current carrying components, ratings as indicated on Drawings. Furnish an isolated full size copper neutral bus in panelboards where a neutral bus is required.

C. Furnish copper ground bus in each panelboard. Ground bus shall be bare, un-insulated and suitably bolted to the cabinet. Provide suitable lugs for each feeder ground conductor and each outgoing feeder or branch circuit.

D. Minimum short circuit rating: 65,000 amperes RMS symmetrical for 208 volt panelboards. The final rating shall be as required by the overcurrent protective device coordination study.

E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type, circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Furnish circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.

F. Circuit Breaker Accessories: Trip units and auxiliary switches as indicated on Drawings. All circuit breakers shall be equipped with lock-out/tag-out devices.

G. All interiors shall be completely factory assembled with switching and protective devices, connectors, etc. They shall be so designed that switching and protective devices can be replaced without disturbing adjacent units, without removing the main bus connectors, and shall be so designed that circuits may be changed without machining, drilling or tapping.

H. Enclosure: NEMA PB 1, Type 1, 10 inches deep, 36 inches wide, cabinet box.

I. Cabinet Front: Door-in-door trim, bolted to the cabinet. Finish in manufacturer's standard gray enamel. Each door shall be provided with Yale 511S locks with 47 key. Locks shall be provided as follows:

1. For doors less than 30-inches – Provide one lock.

2. For Doors 30 to 48-inches – Provide two locks.

3. For doors greater than 48-inches – Provide three locks.

J. Panelboards shall be equal to Schneider Electric/Square D I-Line Type HCM.

2.3 BRANCH CIRCUIT PANELBOARDS

A. Product Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.

B. Panelboard Bus: Tin/silver plated Copper current carrying components, ratings as indicated on Drawings. All panelboard shall be furnished with an insulated copper neutral bus, suitable for individual neutral connections for each branch circuit. Furnish copper ground bus in each panelboard.

C. Minimum Short Circuit Rating: 22,000 amperes RMS symmetrical. Series rated panelboards will not be accepted.

D. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits, Type HACR for air conditioning equipment circuits, Class A ground fault interrupter circuit breakers as indicated on Drawings. Do not use tandem circuit breakers.

E. Enclosure: NEMA PB 1, Type 1.

F. Cabinet Box: 6 inches deep, 20 inches wide. Dimensions are nominal, but shall not vary by more than 1/2-inch.

G. Cabinet Front: Door-in-door trim, bolted to the cabinet. Finish in manufacturer's standard gray enamel. Each door shall be provided with Yale 511S locks with 47 key. Locks shall be provided as follows:

1. For doors less than 30-inches – Provide one lock.

2. For Doors 30 to 48-inches – Provide two locks.

3. For doors greater than 48-inches – Provide three locks.

H. Panelboards shall be equal to Schneider Electric/Square D Type NQOD for 240 volt panelboards. Circuit breakers shall be equal to Schneider Electric/Square D type QOB-VH.

I. Provide side gutters for panels with side gutters as shown on the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards in accordance with NEMA PB 1.1.

B. Install panelboards plumb.

C. Install recessed panelboards flush with wall finishes.

D. Height: 6 feet, 6 inches to handle of highest circuit breaker. Install panelboards a minimum of 4 inches above floor.

E. Install filler plates for unused spaces in panelboards.

F. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads. Directory shall include load description and location using final room numbers.

G. Provide typed circuit directory for each existing branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads. Directory shall include load description and location using final room numbers.

H. Install engraved plastic nameplates in accordance with Section 26 05 53.

I. Install engraved plastic nameplates on existing panelboards affected by this scope of work in accordance with Section 26 05 53.

J. Install spare conduits out of each recessed panelboard to accessible location above ceiling. Minimum spare conduits: 5 empty 1 inch. Identify each as SPARE.

K. Ground and bond panelboard enclosure according to Section 26 05 26. Connect equipment ground bars of panels in accordance with NFPA 70 with NYC Amendments.

L. Provide new overcurrent protection device in existing panelboards with configuration and rating as indicated on contract documents.

3.2 FIELD QUALITY CONTROL

A. General Conditions.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.

D. Perform switch inspections and tests listed in NETA ATS, Section 7.5.

E. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

3.3 ADJUSTING

A. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

END OF SECTION 26 24 16

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for wiring devices in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Wall switches.

b. Receptacles.

c. Device plates.

d. Decorative box covers.

B. Related Sections:

1. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

A. National Electrical Manufacturers Association:

1. NEMA WD 1 - General Requirements for Wiring Devices.

2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

B. Underwriter's Laboratories, Inc.:

1. UL 943 – Standards for Ground-Fault Circuit Interrupters.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

C. Samples: Submit two samples of each wiring device and wall plate illustrating materials, construction, color, and finish.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

1.5 EXTRA MATERIALS

A. Furnish two (2) of each style, size, and finish wall plate.

PART 2 - PRODUCTS

2.1 GENERAL

A. Products provided under this Section shall be from one manufacturer for identical catalog items (i.e. receptacles); wherever possible, provide uniformity of manufacturer for similar types of items.

B. Plugs shall be of same manufacturer and grade as receptacles.

C. The color of the wiring devices shall be as selected by the Commissioner.

2.2 WALL SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Leviton
2. Cooper Wiring Devices
3. Hubbell
4. Pass & Seymour (LeGrand)
5. Or approved equal.

B. Description:

1. Heavy-duty, Decora plus rocker AC quiet operation type, back and side wired.
2. Voltage: 120/277 volts, AC.
3. Current: 20 amperes.
4. Horsepower rating: 1 HP@120V; 2 HP@277V.
5. Body and Handle: Thermoplastic with a nylon toggle handle. Handle color shall be as selected by the Commissioner. The color of wiring devices installed in millwork shall be as selected by the Commissioner from the manufacturer's standard colors.

6. Switch Types:

   a. Back of the house spaces: Toggle AC quiet switch, commercial grade.

   b. Other than back of the house spaces: Decora plus rocker AC quiet switch, commercial grade.

   c. The final switch types for each space shall be as required by the Commissioner.

C. Back of the House Spaces:

1. Single Pole Switch:

   a. Leviton No. CSB1-20 or approved equal

   b. Leviton No. CSB2-20 or approved equal

2. Three-way Switch:

   a. Leviton No. CSB3-20 or approved equal

3. Four-way Switch:

   a. Leviton No. CSB4-20 or approved equal

D. Other than Back of the House Spaces:

1. Single Switches:

   a. Leviton 5621 or approved equal

2. Three-way Switch:

   a. Leviton 5623 or approved equal

3. Four-way Switch:

   a. Leviton 5624 or approved equal

E. Pilot Light Switch, Single Pole, red polycarbonate handle (Switch Handle glows when in ON position):

1. Leviton No. 1221-PLR or approved equal

2.3 WALL BOX DIMMERS – LINEAR SLIDER TYPE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Lutron.

2.4 PRODUCT: LUTRON DIVA SERIES.

A. Load Specific Requirements

1. Fluorescent Dimming Ballast Dimmers

a. Provide voltage compensation.

b. Control for Hi-lume, or approved equal.

B. Dimmers shall use linear sliders for control of light intensity and shall be installed in flush mounted wallboxes. Dimmer slide shall be captured in place by the faceplate. Faceplate shall completely cover cooling fins. Where more than one dimmer, switch or other electrical device is to be mounted together, contractor to install devices with one piece multi-gang faceplate in the color as selected by the Commissioner.

C. Dimmer capacity to be 125% of connected load. Dimmers to be installed without breaking off fins or derating.

D. All switches and dimmers shall be U.L. listed for the specific load to be controlled. Dimmers to contain an air gap switch and meet the limited short circuit test of U.L. standard 20.

E. Dimmers shall withstand surges of 6000 volts and 200 amps without damage per ANSI/IEEE standard C62.41-1980.

2.5 RECEPTACLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Hubbell.

2. Leviton

3. Pass & Seymour

B. Product Description:

1. NEMA WD 1, Heavy-duty; specification grade receptacle.

2. Wide double blade contacts designed to maintain positive pressure against both sides of plug or cap having flat fingers. Contacts shall be solid brass.

3. Polarized grounding type with grounding contacts bonded to receptacle mounting strap, except isolated ground receptacles. Mounting strap shall be nickel plated brass.

4. Contacts separated by impact resisting molded plastic insulating material.

5. Receptacles shall be back and side wired; provide a green base ground screw terminal and a nylon face.

6. General Receptacle Types: Rating in amperes, number of poles and wires, voltage, NEMA configuration, description and manufacturer's catalog numbers as indicated below.

7. Configuration: NEMA WD 6.

8. GFCI Receptacle: Duplex convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. GFCI receptacles shall be feed-though type.

9. Receptacles connected to emergency or standby power shall be red. Isolated ground receptacles shall be orange.

10. Color of receptacles shall be as selected by the Commissioner except as noted above. The color of wiring devices installed in millwork shall be as selected by the Commissioner.

C. Duplex Convenience Receptacle, NEMA 5-20R:

1. Hubbell No. HBL5362.

D. Isolated Ground Duplex Receptacle, NEMA 5-20R:

1. Hubbell No. IG5362.

E. Duplex GFCI Convenience Receptacle, NEMA 5-20R:

1. Hubbell No. GF20 L.

F. Single Twist-lock Receptacle, NEMA L6-30R, color shall be black:

1. Hubbell No. HBL2620.

2.6 OCCUPANCY SENSOR/VACANCY SENSOR

A. Description: Low-voltage occupancy sensor for control of lighting.

B. Sensors and switch control systems shall be manufactured by Hubbell, Sensor Switch or approved equal. System shall consist of the following, or an approved equal:

1. One-way ceiling sensor – Hubbell Model #0MNIDT1000.

2. Two-way ceiling sensor – Hubbell Model #OMNIDT2000.

3. 24 VDC Universal Voltage Power Pack (Switchpack)

a. Hubbell Model "UVPPM" for ceiling mounted vacancy sensors.

b. Hubbell Model "UVPP" for ceiling mounted occupancy sensors

4. Maximum three (3) sensors per switchpack.

5. Wall mounted low voltage momentary contact switch for ceiling mounted vacancy sensors – Hubbell LV series. Number of buttons to suit application.

6. Wall mounted low voltage latching switch for ceiling mounted occupancy sensors – Hubbell LV series.

7. Wall mounted automatic ON/OFF occupancy sensor switch sensor switch model WSD-PDT.

8. Wall mounted manual ON/AUTOMATIC OFF vacancy sensor switch – sensor switch Model WSD-PDT-VA.

9. All associated wiring as per manufacturer's specifications.

C. Sensors shall utilize a combination of passive infrared and ultrasonic technology to activate and/or maintain lighting sensors shall include adjustments for coverage pattern and sensitivity, time delay to OFF (1 min – 20 min.) with LED displays.

D. Before the tenant move-in date and turn over the project, the electrical contractor shall coordinate the sensitivity, calibration and adjustments of all sensors in the field in correlation with lighting requirements, usage and the Commissioner.

E. All required power packs are to be provided with transformers and relays as required.

F. Provide 10" of low voltage cable slack between sensor and switchpack.

G. Where multiple zone exist in a particular room, provide separate switchpack for each lighting zone in that room.

H. All vacancy sensors shall comply with NYC Local Law No. 48.

2.7 WALL PLATES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Cooper Wiring Devices.

2. Hubbell.

3. Pass & Seymour.

4. Leviton.

B. Cover Plate: Stainless steel, screwless wall plate.

C. Weatherproof Cover Plate: In-use type, thermoplastic for single GFI receptacle or light switch.

1. Cooper No. WIU-2.
2. Hubbell No. RW57500.
3. Leviton No. 5976-CL.
4. Pass & Seymour No. WIUC10CL.
5. Or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General Conditions.

B. Verify outlet boxes are installed at proper height.

C. Verify wall openings are neatly cut and completely covered by wall plates.

D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install devices plumb and level.

B. All devices in CMU walls shall be flush mounted with concealed conduit runs.

C. Install switches with OFF position down.

D. Install receptacles with grounding pole on bottom.

E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.

F. Install decorative plates on switch, receptacle, and blank outlets in finished areas.

G. Install solid conductor for branch circuits 10 AWG and smaller. Do not place bare stranded conductors directly under device screws.

H. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33 to obtain mounting heights as specified and as indicated on drawings.

B. Coordinate installation of wiring devices with floor box service fittings.

3.5 FIELD QUALITY CONTROL

A. General Conditions.

B. Inspect each wiring device for defects.

C. Operate each wall switch with circuit energized and verify proper operation.

D. Verify each receptacle device is energized.

E. Test each receptacle device for proper polarity.

F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. General Conditions.

B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. General Conditions.

B. Clean exposed surfaces to remove splatters and restore finish.

C. Replace receptacles and switches that have been paint over.

END OF SECTION 26 27 26

SECTION 26 28 13

FUSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fuses and spare fuse cabinet in accordance with the Contract Documents.

1.2 REFERENCES

A. National Electrical Manufacturers Association:

1. NEMA FU 1 - Low Voltage Cartridge Fuses.

B. Underwriter's Laboratories, Inc.

1. UL 248-8 – Low-Voltage Fuses – Part 8: Class J Fuses.
2. UL 248-10 – Low-Voltage Fuses – Part 10: Class L Fuses.
3. UL 248-12 – Low-Voltage Fuses – Part 12: Class R Fuses.
4. UL 248-14 – Low-Voltage Fuses – Part 14: Supplemental Fuses.

1.3 FUSE PERFORMANCE REQUIREMENTS

A. Power Load Feeder Switches Larger than 600 amperes: Class L (time delay).

B. Power Load Feeder Switches Less than 600 amperes: Class RK1 (time delay).

C. Motor Load Feeder Switches: Class RK1 (time delay).

D. Lighting Load Feeder Switches Larger than 600 amperes: Class L (time delay).

E. Lighting Load Feeder Switches Less than 600 amperes: Class RK1 (time delay).

F. Motor Branch Circuits: Class RK1 (time delay).

G. Exterior Lighting Branch Circuits (at light poles): Class CC.

1.4 SUBMITTALS

A. General Conditions.

B. Product Data: Submit data sheets showing electrical characteristics, including time-current curves. Submit selectivity charts and fuse sizing charts for the various fuse types.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual sizes, ratings, and locations of fuses.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

1.7 MAINTENANCE MATERIALS

A. Furnish two fuse pullers.

1.8 EXTRA MATERIALS

A. General Conditions.

B. Furnish six spare fuses of each Class, size, and rating installed.

PART 2 - PRODUCTS

2.1 FUSES - GENERAL

A. Manufacturer: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Cooper Industries - Bussmann.
2. Ferraz-Shawmut.
3. Littelfuse.
4. Or Approved Equal.

B. Dimensions and Performance: NEMA FU 1, Class as specified or as indicated on Drawings.

C. All fuses shall have an interrupting rating of 200,000 amperes RMS Symmetrical.

D. All fuses shall be UL Listed.

E. All fuses utilized on the project shall be products of one manufacturer.

F. Voltage: Rating suitable for circuit phase-to-phase voltage.

2.2 CLASS RK1 (TIME DELAY) FUSES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Bussmann Type LPN-RK (250V) or Type LPS-RK (600V).
2. Ferraz-Shawmut A2D (250V) or A6D (600V).
3. Littelfuse Type LLN-RK (250V) or Type LLS-RK (600V).

B. Description: Dual-Element time-delay, current limiting, rejection type.

2.3 CLASS J (TIME DELAY) FUSES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Bussmann Type LPJ (600V).
2. Littelfuse Type JTD (600V).

B. Description: Dual element, time delay fuse; current limiting.

2.4 CLASS L (TIME DELAY) FUSES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Bussmann Type KRP-C (600V).
2. Littelfuse Type KLP-C (600V).
3. Ferraz-Shawmut A4BQ (600V).

B. Description: Time-delay (minimum 4 sec at 500% of rating), current limiting, machined end bells with o-ring inlays, silver plated terminals.

2.5 CLASS CC (TIME DELAY) FUSES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Bussmann Type LP-CC (600V).
2. Ferraz-Shawmut ATDR (600V).
3. Littelfuse Type KLDR (600V).

B. Description: Time-delay fuse; rejection type.

2.6 SPARE FUSE CABINET

A. Product Description: Wall-mounted sheet metal cabinet with shelves, suitably sized to store spare fuses and fuse pullers specified.

B. Doors: Hinged with hasp for Owner's padlock.

C. Finish: Manufacturer's standard baked enamel finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fuse with label oriented so manufacturer, type, and size are easily read.

B. Promptly replace all fuses cleared during construction for whatever cause.

3.2 FUSE TYPE

A. The type of fuses required for each application, are given in the Specification Sections where equipment requiring fuses are specified.

B. If the fuse type is not identified, provide UL Class RK-1 fuses.

3.3 SPARE FUSE CABINET

A. Install spare fuse cabinet in the Electric Distribution Equipment Room.

END OF SECTION 26 28 13

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SECTION 26 28 19

ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes requirements for enclosed switches in accordance with the Contract Documents. The work of this Section shall include but not limited to the following:

a. Fusible Switches.

b. Non-Fusible Switches.

B. Related Sections:

1. Section 26 28 13 - Fuses.

1.2 REFERENCES

A. National Electrical Manufacturers Association:

1. NEMA FU 1 - Low Voltage Cartridge Fuses.

2. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).

B. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. Underwriter's Laboratory, Inc.:

1. UL-98 - Enclosed and Dead-Front Switches.

1.3 SUBMITTALS

A. General Conditions.

B. Product Data: Submit switch ratings and enclosure dimensions.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of enclosed switches and ratings of installed fuses.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Allen-Bradley.
2. Eaton Corporation/Cutler-Hammer.
3. General Electric Company.
4. Schneider Electric/Square D.
5. Siemens.
6. Or approved equal.

2.2 FUSIBLE SWITCH ASSEMBLIES

A. Product Description: NEMA KS 1, Type HD with externally operable handle interlocked to prevent opening front cover with switch in ON position, enclosed load interrupter switch. Handle lockable in OFF position.

B. Fuse clips: Designed to accommodate only NEMA FU 1, UL Class R fuses.

C. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard enamel unless otherwise noted.

1. Interior Dry Locations: NEMA Type 1.
2. Exterior Locations: NEMA Type 4X stainless steel.

D. Service Entrance: Switches identified for use as service equipment are to be labeled for this application. Furnish solid neutral assembly and equipment ground bar. The fire pump and fire alarm service switches shall be painted Fire Department red.

E. Furnish switches with copper current carrying parts.

F. All disconnect switches shall be heavy duty with lock bypass capability such that the switch can be opened while energized.

2.3 NON-FUSIBLE SWITCH ASSEMBLIES

A. Product Description: NEMA KS 1, Type HD with externally operable handle interlocked to prevent opening front cover with switch in ON position, enclosed load interrupter switch. Handle lockable in OFF position.

B. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard enamel unless otherwise noted.

1. Interior Dry Locations: Type 1.

2. Exterior Locations: Type 4X stainless steel.

C. Furnish switches with entirely copper current carrying parts.

2.4 SWITCH RATINGS

A. Switch Rating: Horsepower rated for AC or DC as indicated on Drawings.

B. Short Circuit Current Rating: UL listed for 200,000 RMS symmetrical amperes when used with or protected by Class RK-1 or Class J fuses; 200,000 RMS symmetrical amperes when used with or protected by Class L fuses (601 to 1200 ampere).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosed switches plumb. Provide supports in accordance with Section 26 05 29.

B. Height: 5 feet to operating handle.

C. Install fuses for fusible disconnect switches. Refer to Section 26 28 13 for product requirements.

D. Install engraved plastic nameplates in accordance with Section 26 05 53.

E. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

F. Roof mounted switches shall be provided with stainless steel channel frame assembly when required to be freestanding.

3.2 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.5.

END OF SECTION 26 28 19

SECTION 26 50 00

INTERIOR LUMINAIRES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This Section specifies requirements for luminaires, lamps and accessories for interior luminaires provided in back of the house spaces.

2. The Contractor shall provide all labor, materials, equipment and services required to furnish and install all lighting systems, luminaires, lamps, accessories and all related work in strict accordance with the contract documents.

3. The Contractor shall be responsible for all luminaire quantities, lengths and clearances required and shall inform the Commissioner in writing, at the time the bid submission is made, of any discrepancies or variances found with luminaires or details specified herein or in the luminaire schedule and other Contract Documents, which affect the installation or location of luminaires.

B. Related Sections:

1. The General Documents and General Requirements apply to this Section. Consult them in detail for applicable instructions.

1.2 REFERENCE STANDARDS

A. ANSI C78.379 - Electric Lamps - Incandescent and High- Intensity Discharge Reflector Lamps - Classification of Beam Patterns.

B. ANSI C82.1 - Ballasts for Fluorescent Lamps - Specifications.

C. ANSI/NFPA 70 - National Electrical Code with NYC Amendments.

D. ANSI/NFPA 101 - Life Safety Code.

E. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

F. National Appliance Energy Conservation Act of 1987, Amendments of 1988 (Public Law 100-357 dated June 28, 1988): Requirements for Energy Efficient Ballasts.

G. The Energy Policy Act of 1992.

H. New York City Building Code.

I. New York City Energy Code.

J. New York City Electrical Code.

K. UL 1598 – Luminaires.

1.3 SUBMITTALS

A. General Conditions.

B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.

C. Product Data: Provide luminaire cut sheets with all information including, but not limited to, the following information in a clearly legible manner:

1. Manufacturer's name and address.

2. Catalog number of item.

3. Input voltage.

4. Ballast data, including manufacturer, catalog number, and power factor.

5. All dimensions.

6. Complete information on options.

7. Housing material, thickness, construction, type of finish and available color.

8. Photometric data including coefficient of utilization.

9. Cut sheets of lamps, indicating manufacturer, lamp type, wattage, lamp color and catalog number.

10. Manufacturers catalog cuts will be acceptable only if they represent the luminaire types exactly as specified, without any modifications in construction or electrical characteristic. Catalog cuts shall include luminaire type, luminaire illustration with mounting details, dimensions, materials, components description and certification of suitability for use in locations indicated.

D. When a substitute luminaire is proposed for use in lieu of the specified product, the Commissioner may request a sample be submitted in addition to the normal shop drawings. Sample luminaires shall be equipped with lamps and a 10' cord with a ground plug (NEMA 5-15P, 120 volts).

1. In the event sample is approved, then the luminaire submitted and provided under the contract shall be identical with the approved sample luminaire. No luminaire used as a sample will be allowed to be installed on the project unless directed by Commissioner.

2. In the event the submissions are disapproved, the luminaire may be picked up by the Contractor. The Contractor shall immediately make a new submission of a luminaire meeting the Contract Requirements.

3. Samples shall be labeled with the name of the project, luminaire type and a description of the submitted item. Samples will not be returned.

4. Upon request, the Contractor shall install, at no cost to the City of New York, the submitted samples at the location designated by the Commissioner.

E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

F. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.

G. Upon request, furnish for review by the Commissioner, an itemized schedule of unit equipment costs for all luminaire types to be provided under the contract.

H. Submit a list of all interior spaces with the respective luminaire type and ceiling type scheduled to be installed within the space. The purpose of this list is to insure proper coordination between ceiling type and luminaire trim.

1.4 QUALITY ASSURANCE

A. Materials, equipment and appurtenances as well as workmanship provided under this Section shall conform to the highest commercial standards as specified herein and as indicated on the Drawings. Luminaire parts and components not specifically identified or indicated shall be made of materials most appropriate to their use or function and resistant to corrosion and thermal and mechanical stresses encountered in the normal application and function of the luminaires.

B. All lamps of a given type shall be the product of one manufacturer.

C. All ballasts/drivers for luminaires of a given type shall be product of one manufacturer.

1.5 DELIVERY AND HANDLING

A. All lighting equipment delivered to the project shall be complete, including mounting devices, ballasts, sockets, transformers, wiring and any other components necessary for the proper operation and installation of the equipment. All luminaires shall be assembled, wired and equipped, at place of manufacture.

B. Reflector cones, baffles, louvers, lenses, and decorative elements of luminaires shall be packed separate from the luminaire housing by the Manufacturer.

C. All luminaires, when installed shall be free of dents, warps, light leaks and any other irregularities. Blemished, damaged or unsatisfactory luminaires shall be replaced in a manner satisfactory to the Commissioner.

D. Reflectors, cones or baffles shall be absolutely free of indentations, finger prints, dents, warps, and any other irregularities caused by shipping, manufacturing or installation process.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of the New York City Electrical Code.

B. Conform to requirements of the New York City Building Code.

C. Conform to requirements of the New York State Energy Code.

D. Furnish products listed and classified by a Nationally Recognized Testing Laboratory (NRTL) as suitable for purpose specified and shown. NRTL's are defined under the regulations of the Occupational Health and Safety Administration (OSHA).

1.7 EXTRA MATERIALS

A. Provide two (2) of each plastic or tempered glass lens.

B. Provide one (1) case of replacement lamps for each fluorescent lamp type installed. Minimum quantity of lamps shall be 24 of each type, unless otherwise specified.

C. Provide two (2) of each ballast/driver type.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. General: Provide luminaires of sizes, types and ratings as shown on the drawings; complete with, but not limited to, housings, solid-state electronic ballasts, starters, wiring and lamps.

B. Provide thickness of sheet metal so that all luminaires are rigid, stable and will resist deflection, twisting, warping under normal installation procedures, re-lamping and maintenance.

1. All luminaire housings shall be made of code gauge sheet steel, unless a heavier gauge is specified.

2. Tempered glass lenses shall be 1/4" thick minimum.

C. Manufacture luminaires to the specifications described above and hereafter and as indicated in the luminaire schedule, drawings and all contract documents.

D. The luminaire schedule contains a general description of the luminaire construction requirements. Manufacturers' catalog numbers are provided to indicate the luminaire series and options specified. Where a conflict exists between the written description and the model number, the Contractor shall request clarification from the Commissioner.

E. Minor details, not usually indicated on the drawings nor specified, but that are necessary for the proper execution and completion of the luminaires, shall be included, the same as if they were herein specified or indicated on the Drawings.

F. All luminaire designs shall include as applicable, plaster frames, trim rings, shrouds, flanges, backboxes, support hardware and any other components required for a complete and proper installation of the luminaires. The Contractor shall coordinate with members of other trades, ceiling or mounting surface construction, trim and any other pertinent details, as applicable.

G. The Contractor shall coordinate and detail all necessary structural supports and support hardware required for the safe attachment of all luminaires to mounting surfaces.

H. Provide neoprene gaskets, stops and barriers where required to prevent light leak or water and water vapor penetration.

I. Provide finished product with smooth ground metal edges; tight fitting connections, hinges, closures; clean, trims and frames.

J. Provide access for servicing the installed luminaire and for replacement of electrical components without requiring removal of the luminaire.

2.2 GENERAL LUMINAIRE CONSTRUCTION

A. Fluorescent luminaire housings shall be die-formed of code gauge sheet steel (minimum) or as specified, with integral end plates and trim flanges, coordinated with ceiling construction unless otherwise noted. Socket plates shall be of the same gauge as housing. Wireway covers shall provide ready access to electrical components without the use of tools. All metal parts shall be cleaned, primed and finished after fabrication to prevent corrosion. Finish with a high reflectance, white powder coat baked enamel, unless otherwise noted. All units shall carry the UL label.

B. All materials, accessories, and other related luminaire parts shall be new and free from defects which in may impair their character, appearance, strength, durability and function.

C. Enclosed luminaire doors shall be provided as follows:

1. Positive light seal.

2. Concealed safety hinges.

3. Inconspicuous "positive spring loaded" holding latches.

4. Hinge shall be capable of being installed on either side of the luminaire.

5. Removable without use of tools.

2.3 SURFACE MOUNTED luminaire

A. Surface mounted luminaire shall be provided with required mounting stand-off brackets and accessories. Locations of luminaires in mechanical areas shall be coordinated with Contractor.

2.4 FINISHES

A. Completely form painted reflectors before application of primer and enamel color coat or coats. Reflectors and reflector bodies for fluorescent lamp luminaires having baked-on white synthetic enamel finish shall be made of steel of the thickness specified and given a suitable primer and white color coat or coats properly applied to meet the following requirements and tests:

1. Initial reflection factor shall be not less than 92%.

2. Exposure to 100% humidity at 110°F, for 100 hours (Cook Box Test) shall demonstrate no blistering or other effect.

3. Except for stainless steel give ferrous metal surfaces a five-stage phosphate treatment or other acceptable base bonding treatment before final painting and after fabrication.

2.5 LENSES

A. Glass used for lenses shall be impact and heat-resistant tempered borosilicate glass. The glass shall be crystal clear in quality with a transmittance of not less than 88%, unless otherwise indicated.

B. Where optical lenses are used, they shall be free from spherical and chromatic aberrations and other imperfections which may hinder the functional performance of the lenses.

C. All lenses, louvers, or other light diffusing elements shall be removable, but positively held so that hinge or other normal motion will not cause them to drop out.

D. All lenses shall be installed (turned over to the Commissioner) clean and free of dust or finger prints.

E. All lenses are subject to the Commissioner's approval.

2.6 BALLASTS/DRIVERS

A. General: Ballasts/drivers shall be compatible with the specified lamps. The input voltage shall be compatible with the building voltage as indicated on the Contract Drawings.

B. Ballasts/drivers shall be furnished with a finger-safe power input disconnect equal to Ideal Industries Power Plug.

C. Dimming Ballast/drivers: Electronic rapid start type providing smooth dimming over a minimum range from 100 to 1 percent light output (unless otherwise specified). Listed for use with specific wall box dimmer provided.

D. Fluorescent, full output type.

1. Description: Ballasts shall be solid-state electronic, high-frequency, full output type for use on 265mA, rapid start T-8 lamps. Ballasts shall provide normal rated life for specified lamps.

2. Harmonic Distortion: Total harmonic distortion shall not exceed 10 percent.

3. Electronic ballasts shall operate 1 or 2 lamp combinations as indicated in the luminaire schedule. Ballasts shall be parallel wire type.

4. Ballast Factor: .87 minimum.

5. Power Factor: .95 or higher.

6. Lamp Current Crest Factor: 1.7 maximum (ANSI standard).

7. Sound Rating: 'A' or better.

8. Other Requirements: UL listed, ETL certified, Class 'P' thermally protected, PCB free, output frequency greater than 20KHz.

9. Line Transient Withstand: ANSI/IEEE C62.41, Category A.

10. Warranty: One full year from the date of acceptance for parts and replacement labor.

11. Acceptable Manufacturers: Advance, Universal, Osram-Sylvania or approved equal.

2.7 LAMPS

A. All luminaires shall be provided with lamps as indicated in the luminaire schedule.

B. Fluorescent/LED Lamp Manufacturers:

1. General Electric.
2. Osram-Sylvania.
3. Phillips.
4. Or approved equal.

C. Spares: Provide ten (10) spare lamps of each lamp type.

2.8 WIRING

A. All wiring shall comply with the following:

1. All wiring within luminaires or from the luminaire to the splice with the building wiring shall be as specified in Section 26 05 19.
2. Wiring shall be concealed within the luminaire construction except where the luminaire design or mounting dictates otherwise.
3. Joints in wiring within luminaires and connections of the luminaire wiring to the wiring of the building shall be as specified in Section 26 05 19.
4. Wiring channels and wireways shall be free from projections, screw points and rough or sharp edges throughout, and all points or edges over which conductors may pass and be subject to injury or wear shall be rounded or bushed.
5. Insulated bushings shall be installed at points of entrance and exit of wiring.
6. Power connections to the ballast shall be made using a finger-safe power disconnect. The disconnect shall allow power to be disconnected without exposed, energized conductors.
7. Splices in internal wiring shall be made with approved insulated "Wire Nut" type mechanical connectors, suitable for the temperature and voltage conditions to which they will be subjected.
8. All luminaires shall be completely wired at the factory.
9. All luminaires shall be properly grounded using the branch circuit grounding conductor as required by NFPA 70 with NYC Amendments.
10. Secure ballasts firmly in luminaire to prevent vibrations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrate and supporting grids for luminaires.

B. Examine each luminaire to determine suitability for lamps specified.

3.2 INSTALLATION

A. Provide luminaires at locations and of types as indicated on the Contract Drawings.

B. Coordinate luminaire locations with Architectural Plans, reflected ceiling plans and other reference data prior to installation.

C. Each luminaire shall be packaged with complete instructions and illustrations showing how to install. Install luminaires in strict conformance with the manufacturer's recommendation and instructions.

D. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prohibit movement.

E. Install wall mounted luminaires at height as indicated on Drawings.

F. Install accessories furnished with each luminaire.

G. Connect luminaires to branch circuit outlets as required.

H. Make wiring connections to branch circuit using building wire or cable with insulation suitable for temperature conditions within luminaire.

I. Bond luminaires and metal accessories to branch circuit equipment grounding conductor.

J. Install specified lamps in each luminaire.

K. The contractor shall be responsible for the proper and safe mounting and support of all lighting fixtures. Installation shall meet all the requirements of the New York City Electrical Code. Provide all items of equipment (stems, hangers, rods, inserts, boxes, brackets, yokes, channels, frames, etc.) required to adequately and safely support each lighting fixture in a manner acceptable to the City of New York.

L. The contractor shall examine the drawings and coordinate closely with all the General Construction trades on all work involved with each type of fixture to be installed. Contractor shall verify all sizes, locations and conditions under which lighting fixtures are to be installed. Provide plaster frames and running bars (black iron) etc., as required.

M. A suitable outlet box shall be provided by the contractor for each lighting fixture provided. The box shall be cast into concrete or supported using two double split type anchors when installed in concrete walls or ceiling.

N. A surface or pendant type fixture, regardless of its weight, shall not be mounted directly on the concealed or exposed ceiling spline of a lightweight, mechanical acoustical ceiling

system. Such fixtures shall be supported from the running channel (black iron) or the building structure.

3.3 FIELD QUALITY CONTROL

A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

B. Replace blemished, damaged or unsatisfactory luminaires as directed.

3.4 ADJUSTING

A. Re-lamp luminaires that have failed lamps at Substantial Completion.

3.5 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.

B. Remove dirt and debris from enclosure.

C. Clean photometric control surfaces as recommended by manufacturer.

D. Clean finishes and touch up damage.

END OF SECTION 26 50 00

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SECTION 28 31 00

FIRE DETECTION AND ALARM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. This specification describes an addressable manual and automatic voice evacuation fire alarm system. The features and capacities described in this specification are required as a minimum for this project and shall be furnished by the successful contractor.

C. The system shall be in full compliance with National and Local Codes and standards.

D. The system shall include all required hardware, raceways, interconnecting wiring and software to accomplish the requirements of this specification and the contract drawings, whether or not specifically itemized herein.

E. All equipment furnished shall be new and the latest state of the art products of a single manufacturer, engaged in the manufacturing and sale of analog fire detection devices for at least three (3) years.

F. The system as specified shall be supplied, installed, tested and approved by the Local Authority Having Jurisdiction, and turned over to the Commissioner in an operational condition.

G. In the interest of job coordination and responsibilities the installing contractor shall contract with a single supplier for fire alarm equipment, engineering, programming, inspection and tests, and shall be capable of providing a "UL Listing Certificate" for the complete system.

H. The system specified shall be that of Siemens Fire Safety which meets the project requirements. The system shall meet all the requirements spelled out in this specification. System approval shall be in writing by the electrician and a copy shall be submitted with the system submittals.

I. Related Sections:

1. General Conditions.

2. Division 21 - Fire Suppression.

3. Division 23 - Heating Ventilating and Air Conditioning Monitoring & Control (HVAC).

4. Division 26 - Electrical.

1.2 WORK INCLUDED

A. The work covered by this Section of the Specification shall include all labor, equipment, materials and services to furnish and install a complete fire alarm system of the addressable, non-coded type. It shall be complete with all necessary hardware, software and memory specifically tailored for this installation. It shall be possible to permanently modify the software on site by using a plug-in programmer. The system shall consist of, but not be limited to, the following:

1. Modification to existing remote data gathering panels and strobe panels.

2. Addressable manual fire alarm stations.

3. Addressable analog area smoke detectors.

4. Addressable analog duct smoke detectors.

5. Magnetic door\card access release override control and door release.

6. Audible notification appliances - speakers.

7. Visual notification appliances - strobes.

8. Air handling systems shutdown control.

9. Sprinkler and standpipe supervisory switches and tamper switch supervision.

10. Battery standby.

11. All NYC Fire Alarm peripherals, such as riser diagram and FDNY approved locks shall be included in the system price.

1.3 APPLICABLE CODES AND STANDARDS

A. Underwriters Laboratories Inc. (UL): The system and all components shall be listed by Underwriters Laboratories Inc. for use in fire protective signaling system under the following standards as applicable:

1.	UL 38	Manually Activated Signaling Boxes.
2.	UL 217	Smoke Detectors Single Station.
3.	UL 228	Door Holders for Fire Protective Signaling Systems.
4.	UL 268	Smoke Detectors for Fire Protective Signaling Systems.

5.	UL 268A	Smoke Detectors for Duct Applications.
6.	UL 346	Waterflow Indicators for Fire Protective Signaling Systems.
7.	UL 464	Audible Signaling Appliances.
8.	UL 864/UOJZ, APOU	Control Units for Fire Protective Signaling Systems.
9.	UL 1481	Power Supplies for Fire Protective Signaling Systems.
10.	UL 1638	Visual Signaling Appliances.
11.	UL 1971	Standard for Signaling Devices for the Hearing Impaired
12.	UL 1711	Amplifiers for Fire Protective Signaling Systems.

B. New York City:

1. New York City Building Code (NYCBC).
2. New York City Electrical Code (NYCEC).
3. New York City Rules and Regulations.
4. Rules of the City of New York.
5. New York City Fire Code.

1.4 DEFINITIONS

A. ASME: American Society of Mechanical Engineers

B. FACP: Fire alarm control panel.

C. FM: Factory Mutual Global (Factory Mutual)

D. Furnish: To supply the stated equipment or materials.

E. Install: To set in position and connect or adjust for use.

F. LED: Light-emitting diode.

G. NCC: Network Command Center

H. NICET: National Institute for Certification in Engineering Technologies.

I. Provide: To furnish and install the stated equipment or materials.

1.5 SYSTEM DESCRIPTION

A. The existing fire alarm system is a Siemens Basic FireFinder XLS System. Contractor shall furnish and install all required components to allow for new devices to be added to the existing system.

1.6 PERFORMANCE REQUIREMENTS

A. General Performance: Comply with NFPA 72 and all contract documents and specification requirements.

B. All interconnections between this system and the monitoring system shall be arranged so that the entire system can be UL-Certificated.

C. System shall be a complete, supervised, non-coded, addressable multiplex fire alarm system conforming to NFPA 72.

D. The system shall operate in the alarm mode upon actuation of any alarm initiating device. The system shall remain in the alarm mode until all initiating device(s) are reset and the fire alarm control panel is manually reset and restored to normal.

E. The system shall provide the following functions and operating features:

1. The FACP and auxiliary power panels shall provide power, annunciation, supervision and control for the system.

2. Circuiting Guidelines:

a. Each Signaling Line Circuit (SLC) shall be circuited so device loading is not to exceed 75% of loop capacity in order to leave for space for future devices. In addition, no more than sixty (60) intelligent devices shall be connected to one circuit regardless of the circuit capacity. The loop shall have Class A operation. Each DGP shall include an SLC loop on a per floor basis. T-Tapping a selected loop to cover an alternate floor shall not be accepted.

b. NAC Circuits shall have Class B operation. Each of the following types of alarm notification appliances shall be circuited as shown on the drawings but shall be typically as follows:

1) Audible Signals: Provide sufficient spare capacity to assure that the addition of five (5) audible devices can be supported without the need for addition control components (power supplies, signal circuit modules, amplifiers, batteries, etc.).

2) Visual Signals Provide sufficient spare capacity to assure that the addition of three (3) visual devices can be supported without the

need for addition control components (power supplies, signal circuit modules, batteries, etc.

c. The network riser shall be wired NFPA Style 7 (Class A with isolation).

d. Where it is necessary to interface conventional initiating devices provide intelligent input modules to supervise Class B zone wiring.

e. Each of the following types of devices or equipment shall be provided with supervised circuits as shown on the drawings but shall be typically as follows:

1) Sprinkler Valve Supervisory Switches: Provide one (1) supervisory module circuit for each sprinkler valve supervisory switch.

2) When waterflow and tamper switches exist at the same location, provide one (1) dual input addressable module. When odd numbers of devices exist at a single location, provide additional single input addressable modules.

f. Each of the following types of remote equipment associated with the fire alarm system shall be provided with a form 'C' control relay contact as shown on the drawings:

g. Provide a dedicated 24VDC circuit to feed all auxiliary relays required for inductive loads. Circuits shall be supervised via an end-of-line relay and addressable input module. Auxiliary relays shall not derive their power from the starter or load being controlled.

h. Each control or data gathering panel shall have a dedicated minimum 20Amp-120VAC feed. An appropriate fuse cut out shall be included, wired as indicated in the Electrical Code for the City of New York.

i. In no case shall any fire alarm circuit be sized beyond 75% of circuit capacity.

3. Strobes shall be synchronized throughout the entire area of work.

F. Fire alarm signal initiation shall be by one or more of the following devices:

1. Manual pull station.

2. Area smoke detector.

3. Duct smoke detector.

4. Automatic sprinkler system water flow switch.

G. Activation of any system fire, security, supervisory, trouble, or status initiating device shall cause the following actions and indications at all network Person Machine Interfaces using basic graphics and multiple detail screens.

1. Fire Alarm Condition:

   a. Sound an audible alarm and display a custom screen/message defining the building in alarm and the specific alarm point initiating the alarm in a graphic display.

   b. Log into the system history archives all activity pertaining to the alarm condition.

   c. Print alarm condition on system printer.

   d. Sound the ANSI 117-1 signal with synchronized audibles and synchronized strobes throughout the facility.

   e. Audible signals shall be silenced from the fire alarm control panel by an alarm silence switch. Visual signals shall be programmable to flash until system reset or alarm silencing, as required.

   f. A signal dedicated to sprinkler system water flow alarm shall not be silenced while the sprinkler system is flowing at a rate of flow equal to a single head.

   g. Activation of any smoke detector in a single elevator lobby or an elevator equipment room shall, in addition to the actions described, cause the recall of that bank of elevators to the 1st floor and the lockout of controls. In the event of recall initiation by a detector in the first floor lobby, the recall shall be to the alternate floor as determined by the Authority Having Jurisdiction.

   h. System operated duct detectors as per local requirements shall accomplish HVAC shut down.

   i. Door closure devices shall operate by floor or by local requirements.

   j. Send the event information to the central monitoring station with the device type and custom message.

   k. Refer to fire alarm matrix and notes shown on the fire alarm riser drawing for more information.

2. Additional system operation for Fire Alarm Condition for Voice:

   a. Sound an pre-announce tone followed by a field programmable digitized custom evacuation message, on the floor of alarm, the floor below and the floor above. The visual signals shall operate in a similar pattern.

b. A simultaneous message shall be delivered via all alarm speakers installed on the remaining floors indicating the requirement for occupants of these floors to remain alert for further instructions.

c. A simultaneous message shall be delivered via all alarm speakers installed in stairways and elevators informing occupants of the imminent shutdown of elevator circuits and the expected high traffic load in the stairwells.

d. An automatic announcement or tone evacuation signal shall be capable of interruption by the operation of the system microphone to give voice evacuation instructions overriding the pre-programmed sequences.

e. Status lights next to speaker selection switches on the control panel shall indicate speaker circuit selection.

f. Audible signals shall be silenced from the fire alarm control panel by an alarm silence switch. Visual signals shall be programmed to flash until system reset or alarm silencing, as required by the Authority Having Jurisdiction.

3. Supervisory Condition:

a. Display the origin of the supervisory condition report at the local fire alarm control panel graphic LCD display.

b. Activate supervisory audible and dedicated visual signal.

c. Audible signals shall be silenced from the control panel by the supervisory acknowledge switch.

d. Record within system history the initiating device and time of occurrence of the event.

e. Print supervisory condition to system printer.

f. Send the event information to the central monitoring station with the device type and custom message.

4. Trouble Condition

a. Display at the local fire alarm control panel graphic LCD display, the origin of the trouble condition report.

b. Activate trouble audible and visual signals at the control panel and as indicated on the drawings.

c. Audible signals shall be silenced from the fire alarm control panel by a trouble acknowledge switch.

d. Trouble conditions that have been restored to normal shall be automatically removed from the trouble display queue and not require operator intervention. This feature shall be software selectable and shall not preclude the logging of trouble events to the historical file.

e. Trouble reports for primary system power failure to the master control shall be automatically delayed for a period of time equal to 25% of the system standby battery capacity to eliminate spurious reports as a result of power fluctuations.

f. Record within system history, the occurrence of the event, the time of occurrence and the device initiating the event.

g. Print trouble condition to system printer.

h. Send the event information to the central monitoring station with the device type and custom message.

H. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1.7 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories. Complete manufacturer's catalog data including supervisory power usage, alarm power usage, physical dimensions, and finish and mounting requirements.

B. Power calculations. Battery capacity calculations. Battery size shall be a minimum of 125% of the calculated requirement. Provide the following supporting information:

1. Supervisory power requirements for all equipment.

2. Alarm power requirements for all equipment.

3. Power supply rating justification showing power requirements for each of the system power supplies. Power supplies shall be sized to furnish the total connected load in a worst-case condition plus 25% spare capacity.

4. Voltage drop calculations for wiring runs demonstrating worst-case condition.

5. NAC circuit design shall incorporate a 15% spare capacity for future expansion.

C. Submit manufacturer's requirements for testing Device Loop Card circuits and device addresses prior to connecting to control panel. At a minimum the following tests shall be required; device address, the usage (Alarm, Supervisory etc.), environmental compensa-

tion, temperature ratings for thermal detectors and smoke detector sensitivities. This requirement shall need approval before any wiring is connected to the control panel.

D. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Wiring Diagrams: For power, signal, and control wiring.

3. Complete drawings covering the following shall be submitted by the contractor for the proposed system:

a. Floor plans in a AutoCAD compatible format at a scale of 1/8"=1'-0" showing all equipment and raceways, marked for size, conductor count with type and size, showing the percentage of allowable NYC Electric Code fill used.

b. Provide a fire alarm system function matrix as referenced by NFPA 72, Figure A-7-5.2.2 (9). Matrix shall illustrate alarm input/out events in association with initiation devices. Matrix summary shall include system supervisory and trouble output functions. Include any and all departures, exceptions, variances or substitutions from these specifications and/or drawings.

4. Installation drawings shop drawings, and as-built drawings shall be prepared by an individual experienced with the work specified herein.

5. Incomplete submittals shall be returned without review, unless with prior approval of the Commissioner.

E. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

1. Light fixtures

2. HVAC registers

3. Fire protection equipment interfaces

4. Special suppression system interfaces

F. Qualification Data: For qualified Installer, Applicator, manufacturer, fabricator, Licensed Professional Engineer, testing agency, and factory-authorized service representative.

G. Source quality-control reports.

H. Field quality-control reports.

I. Operation and Maintenance Data: For all fire alarm equipment, to include in operation and maintenance manuals.

J. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.

2. Program Software Backup: On magnetic media or compact disk, complete with data files.

3. Device address list.

4. Printout of software application and graphic screens.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the City of New York has adopted an earlier version.

1. National Fire Protection Association (NFPA)

a. NFPA 70 National Electrical Code with NYC Amendments.

b. NFPA 72 National Fire Alarm Code.

c. NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems.

d. NFPA 101 Life Safety Code.

2. Underwriters' Laboratories, Inc. (UL) equipment standards, Latest Edition.

3. State and Local Building Codes as adopted and/or amended by the Authority Having Jurisdiction, ADA, and/or State and local equivalency standards as adopted by the Authority Having Jurisdiction.

4. ISO 9002.

B. Supplier Qualifications

1. The manufacturer of the supplied products must utilize multi-channel product distribution on a national basis to be considered for this bid. The manufacturer must have factory branches as well as independent distributors to allow the end

user with the ability to utilize factory trained and authorized competitive service providers after system installation and commissioning.

2. Provide the services of a factory-trained and certified representative or technician, experienced in the installation and operation of the type of system provided. The representative shall be licensed in the New York State if required by law.

3. The technician shall supervise installation, software documentation, adjustment, preliminary testing, final testing and certification of the system. The technician shall provide the required instruction to the Commissioner's personnel in the system operation and maintenance.

4. The supplies shall furnish evidence they have an experienced service organization, which carries a stock of spare and repair parts for the system being furnished.

5. The equipment supplier shall be authorized and trained by the manufacturer to calculate, design, install, test, and maintain the air sampling system and shall be able to produce a certificate stating such upon request.

C. Installer Qualifications:

1. Before commencing work, submit data showing that the manufacturer has successfully installed fire alarm systems of the same scope, type and design as specified.

2. The Contractor shall submit copies of all required Licenses and Bonds as required in the State of New York.

3. The contractor shall employ on staff a minimum of one NICET Level II technician or a Licensed Professional Engineer, registered in the State of New York.

4. The contractor shall be qualified by UL for certifying fire alarm systems. Upon completion of the installation the contractor shall certify the final system meets UL ongoing maintenance.

5. Contractors unable to comply with the provisions of Qualification of Installers shall present proof of engaging the services of a subcontractor qualified to furnish the required services.

D. Source Limitations for fire alarm equipment: Obtain fire alarm equipment from single source.

E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver products to project site in original, unopened packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, and shelf life if applicable.

B. Store materials inside, under cover, above ground, and kept dry and protected from physical damage until ready for use. Remove from site and discard wet or damaged materials.

1.10 PROJECT CONDITIONS

A. Installed products or materials shall be free from any damage including, but not limited to, physical insult, dirt and debris, moisture, and mold damage.

B. Environmental Limitations: Do not deliver or install products or materials until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.11 MANUFACTURER'S WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire alarm equipment that fail(s) in materials or workmanship within specified warranty period.

1. Warranty Period: 2 years from date of Substantial Completion.

1.12 SOFTWARE MAINTENANCE GUARANTEE

A. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within one (1) year from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.

1. Provide 30 days' notice to allow scheduling and access to the system and to allow the Commissioner to upgrade computer equipment if necessary.

1.13 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The system shall be compatible with the existing base building system which is a Siemens FireFinder XLS System provided by Siemens Industry, Inc. Alternative acceptable manufacturers include Edwards System Technology, Simplex or approved equal, provided the contractor includes in their bid all hardware and software components to make the fire alarm system compatible with the existing base building system.

2.2 POWER SUPPLY

A. The system Power Supply/Charger (PSC) shall be a 12-amp supply with battery charger. The power supply shall be filtered and regulated. The power supply shall have a minimum of 1 power limited output rated at 4 amps, and a minimum of 1 output rated at 12 amps. The system power supply can be expanded up to 48 amps. The auxiliary power supply module shall share common batteries with the primary power supply. The system power supply shall have 4 relays, 1 for common alarm, one for common trouble and two programmable relays. The power supply shall be rated for 120 VAC 60 Hz. The module shall be model number PSC-12 or PSX-12.

B. The battery charger shall be able to charge the system batteries up to 100 AH batteries. Battery charging shall be microprocessor controlled and programmed with a special software package to select charging rates and battery sizes. An optional Thermistor for monitoring battery temperature to control charging rate shall be available.

C. The power supply shall have a plug for an AC adapter cable, which allows a technician to plug in a laptop computer for up or down loading program information or test equipment.

D. Transfer from AC to battery power shall be instantaneous when AC voltage drops to a point where it is not sufficient for normal operation.

2.3 INITIATING DEVICES

A. Intelligent Initiation Devices – General

1. All initiation devices shall be insensitive to initiating loop polarity. Specifically, the devices shall be insensitive to plus/minus voltage connections on Style 7 circuits.

B. Smoke Detectors – Addressable

1. The detector shall be guaranteed in writing not to false alarm when configured by the factory trained certified technician. The detector must provide up to 11 different environmental algorithms that allow the detector to provide superior false alarm immunity without the need for additional alarm verification delays.

2. The detector shall have a multicolor LED to streamline system maintenance/ inspection by plainly indicating detector status as follows: green for normal operation, amber for maintenance required, red for alarm.

3. The multi-criteria smoke detector shall be an intelligent digital photoelectric detector with a programmable heat detector. Detectors shall be listed for use as open area protective coverage, in duct installation and sampling assembly installation and shall be insensitive to air velocity changes. The detector communications shall allow the detector to provide alarm input to the system and alarm output from the system within four (4) seconds. So as to minimize the effort required by the installing and maintenance technician to appropriately configure the detector to ensure optimal system design, the detectors shall be programmable as application specific. Application settings shall be selected in software for a minimum of eleven environmental fire profiles unique to the devices installed location.

4. The detector shall be designed to eliminate the possibility of false indications caused by dust, moisture, RFI/EMI, chemical fumes and air movement while factoring in conditions of ambient temperature rise, obscuration rate changes and hot/cold smoke phenomenon into the alarm decision to give the earliest possible real alarm condition report.

5. The intelligent smoke detector shall be capable of providing three distinct outputs from the control panel. The outputs shall be from an input of smoke obscuration, a thermal condition or a combination of obscuration and thermal conditions. The detector shall be designed to eliminate calibration errors associated with field cleaning of the chamber.

6. The detector shall support the use of a relay, or LED remote indicator without requiring an additional software address. Low profile, white case shall not exceed 2.5 inches of extension below the finish ceiling.

7. Detector wiring shall not require any special shielded cable. For the detector where required, there shall be available a locking kit and detector guard to prevent unauthorized detector removal.

8. The smoke detector shall be model number HFP-11.

9. Where required, there shall be available a programmable remote lamp configurable to remotely duplicate the on-board LED status of another system device with the same software address. It shall be model ILED-H.

C. Duct Smoke Detectors – Addressable

1. For duct detector applications, the smoke detector shall be an intelligent digital photoelectric detector with a programmable heat detector. Detectors shall be listed for use as open area protective coverage, in duct installation and sampling assembly installation and shall be insensitive to air velocity changes.

2. The detector communications shall allow the detector to provide alarm input to the system and alarm output from the system within four (4) seconds. The detector shall be mounted in a duct detector housing listed for that purpose. The duct detector shall support the use of a remote test switch, relay or LED remote indicator. The duct detector shall be supplied with the appropriate sampling tubes to fit the installation.

3. Where duct detectors are exposed to the weather a weatherproof enclosure shall be available. The duct housing cover shall include a test port for functional testing of the detector without cover removal. The duct housing shall include a cover removal switch capable of indicating cover removal status to the fire alarm control panel.

4. The intelligent duct detector shall be model number AD2-P Series. Where required there shall be available a duct housing with an on-board relay. Also where required, there shall be a standalone housing available with its own power supply and test/reset switch that does not require connection to a fire alarm control panel. It shall be model AD2-4W.

D. Detector Bases – Addressable

1. Detector bases shall be low profile twist lock type with screw clamp terminals and self-wiping contacts. Bases shall be installed on an industry standard, 4" square or octagonal electrical outlet box.

2. The model number for the standard base shall be DB-11.

E. Manual Pull Stations – Addressable

1. Provide addressable manual stations where shown on the drawings, to be flush or surface mounted as indicated on the drawings. Manual stations shall contain the intelligence for reporting address, identity, alarm and trouble to the fire alarm control panel. The manual station communications shall allow the station to provide alarm input to the system and alarm output from the system within less than four (4) seconds.

2. The manual station shall be equipped with terminal strip and pressure style screw terminals for the connection of field wiring. Surface mounted stations where indicated on the drawings shall be mounted using a manufacturer's prescribed matching red enamel outlet box.

3. The double action pull station shall be model number HMS-D.

F. Addressable Interface Devices

1. Addressable Interface Devices shall be provided to monitor contacts for such items as water-flow, tamper, and PIV switches connected to the fire alarm system. These interface devices shall be able to monitor a single or dual

contacts. An address will be provided for each contact. Where remote supervised relay is required the interface shall be equipped with a SPDT relay rated for 4 amps resistive and 3.5 amps inductive. The addressable interface modules shall be model number HTRI Series.

2. Where needed a Conventional Zone Module shall connect to the Signal Line Circuit, which will allow the use of conventional initiation devices. This module shall have the ability to support up to 15 convention smoke detectors and an unlimited number of contact devices. This module shall also be capable of monitoring Linear Beam detectors and conventional Flame detectors. Where required, there shall be an intrinsically safe detection solution for NEMA defined intrinsically safe installations (model DI-3IS with ISI-1) compatible with the conventional zone module. The module shall be model HZM.

3. Single Device Damper Monitoring and Control: When connected to a FireFinder XLS system, a single HTRI switch input shall be able to monitor all 3 states of a damper – open, closed, and in transit. When connected to a FireFinder XLS system, a single HTRI-R shall be able to fully control a damper (through the relay connected to the motor control) while also using its switch input for monitoring all 3 states of the damper.

G. Device Programming Unit: The programming tool shall program the intelligent devices with addresses. The unit shall test the device to respond to its address. Dipswitches and rotary switches shall not be acceptable. The programmer shall be model DPU with carrying case.

2.4 NOTIFICATION APPLIANCES

A. SET – Speakers and Speaker Strobes

1. Speaker appliances shall be Siemens Series SET Speakers and speaker-strobe appliances shall be Siemens Series SET Speaker Strobes or approved equal.

2. Speakers shall be UL Listed under Standard 1480 for Fire Protective Service, and speakers equipped with strobes shall be listed under UL Standard 1971 for Emergency Devices for the Hearing-Impaired.

3. Speaker with strobes shall be certified to meet the requirements of FCC Part 15, Class B.

4. All models shall have listed sound output of up to 93 dB at 10 feet and a listed frequency response of 400 to 4000 Hz.

5. Speaker shall also incorporate a sealed-back construction.

6. All inputs shall employ terminals that accept #12 to #18 AWG wire sizes.

7. Strobe portion of the appliance shall produce a flash rate of one (1) flash per second, and shall incorporate a Xenon flashtube enclosed in a rugged Lexan® lens.

8. Strobe shall be of low-current design.

9. Strobe intensity, where Multi-Candela appliances are specified, shall have field-selectable settings, and shall be rated per UL Standard 1971 for:

   a. 15/30/75/110cd

   b. 135/185cd

   c. 15/75 single Candela

10. Selector switch for selecting the candela shall be tamper resistant.

11. The strobe portion shall be compatible with DSC sync modules, FS-250 panel, FireFinder XLS panel, or PAD-3 power supply with built-in sync protocol.

12. The strobes shall not drift out of synchronization at any time during operation.

13. Speaker and speaker-strobe appliances shall be designed for indoor surface or flush mounting.

14. Speaker and speaker-strobe shall incorporate a speaker-mounting plate with a grille cover, which is secured with two screws for a level finish.

15. Grille cover shall mount to standard electrical hardware requiring no additional trim plate or adapter.

16. The finish of the Series SET speakers and speakers strobes shall be red.

17. All speaker and speaker-strobe appliances shall be listed for Special Applications: Strobes are designed to flash at 1-flash-per-second minimum over their "Regulated Input Voltage Range".

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturer's wiring diagram. The contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation. All wiring shall be of the type required by the Code, recommended by the manufacturer, approved by the local Fire Department and specified within.

B. All penetration of floor slabs and firewalls shall be sleeved (1" conduit minimum) fire stopped in accordance with all local fire codes.

C. End-of-Line Resistors shall be furnished as required for mounting as directed by the manufacturer. Devices containing end-of-line resistors shall be appropriately labeled. Devices should be labeled so removal of the device is not required to identify the EOL device.

D. All manual pull stations shall be mounted 48 inches above the finished floor, as measured to the handle.

E. All audio/visual devices shall be mounted 80 inches above the finished floor, as measured to the device bottom. Devices shall be mounted no less than 6 inches from the ceiling (whichever is lower).

F. No area smoke detectors shall be mounted within 36 inches of any HVAC supply, return air register or lighting fixture.

G. No area smoke or heat detector shall be mounted within 12 inches of any wall. All detectors shall be installed in strict accordance with NFPA 72.

H. All mechanical rooms, boiler rooms, wiring closets, etc. or areas with no hung ceilings shall be piped with 3\4" conduit minimum. All device plenum rated wiring shall be mechanically protected with conduit. Style 7 network riser wiring shall consist of CI type cable.

I. All areas in public view shall be in metal conduit. All boxes must be painted red and labeled "INTERIOR FIRE ALARM".

J. All addressable modules shall be mounted within 36 inches of the monitored or controlled point of termination. This shall include, but is not necessarily limited to, fan shutdown, elevator recall, sprinkler status points, or door release. Label all addressable modules as to their function.

K. All low voltage wiring terminated to the fire alarm system shall be NYC approved PLENUM RATED with no exceptions and no less than No. 12 AWG in size for NAC circuits and 16 AWG for Initiating Circuits, and solid copper.

L. All line voltage (120VAC) wiring shall be no less than No. 12 AWG in size, and solid copper. The green insulated grounding conductor shall be No. 10 AWG minimum. FACP must have a DEDICATED power supply system out arranged per NYC code.

M. All wiring shall be color-coded throughout, to NYC Electrical Code standards.

N. Power-limited/Non-power-limited NEC wiring standards SHALL BE OBSERVED.

O. All junction box covers shall be painted red.

P. Fire alarm system wiring shall not co-mingle with any other system wiring in the facility. Conduits shall not be shared under any circumstance. Only when fire alarm wiring enters the enclosure of a monitored or controlled system will co-habitation be permitted (i.e. at fan starters or elevator controllers).

Q. Fire alarm control panel enclosures shall have engraved labels indicating, "FIRE ALARM SYSTEM", and the areas of the building served by that panel.

R. Auxiliary relays shall be appropriately labeled to indicate "FIRE ALARM SYSTEM" and their specific function (i.e. FAN S-1 SHUTDOWN).

S. All fire alarm wiring shall be continuous and unspliced. Terminations shall only occur at fire alarm devices or control panel enclosures under terminal screws. All other splicing methods are specifically disallowed (i.e. plastic wirenuts).

T. All fire alarm wiring shall be installed using a dedicated system of supports (i.e. bridle rings). Fire alarm wiring shall not be bundled or strapped to existing conduit, pipe or wire in the facility.

U. All fire alarm wiring shall be sleeved when passing through any wall, using conduit sleeves (1" min.) with bushings, and fire stopped in accordance with Code.

V. The system shall be arranged to receive power from one three wire 120 Vac, 20 A supply. All low voltage operation shall be provided from the fire alarm control panel.

W. All fire alarm devices shall be accessible for periodic maintenance. Should a device location indicated on the Contract Drawings not meet this requirement, it shall be the responsibility of the Contractor to bring it, in writing, to the attention of the Commissioner. Failure to bring such issues to the attention of the Commissioner shall be the exclusive liability of the Contractor.

X. The existing fire alarm system shall remain in operation, as required, until such time that approval has been granted for its removal. The Contractor shall be responsible for the upkeep of the existing system until such time that it can be removed.

Y. The Contractor shall be responsible for the removal of existing fire alarm system components and controls as required upon approval of the City of New York. All

existing fire alarm system components requiring special handling for disposal (due to radioactivity) shall be the responsibility of the Contractor. Written proof of proper disposal by the Contractor shall be required prior to release of outstanding retainage.

3.3 FIELD QUALITY CONTROL

A. The system shall be installed and fully tested under the supervision of a trained manufacturer's representative. The system shall be demonstrated to perform all of the function as specified.

B. The Contractor or fire alarm equipment vendor shall have no less than two (2) NICET Level II fire alarm technicians dedicated to this project.

C. The Contractor and the Fire Alarm System Vendor shall, upon the request of the Commissioner, attend any and all project meetings for the purpose of accurately determining progress.

D. It shall be the responsibility of the Contractor to assure that construction debris does not adversely affect any sensing devices installed as part of this project. Should it be deemed necessary by the Commissioner, the Contractor shall be responsible for the cleaning of all smoke detectors prior to final acceptance.

3.4 TESTS

A. The fire alarm system vendor shall test the system in accordance with the manufacturer's requirements and NFPA 72 as amended by the NYC Building Code. The vendor shall provide completed reports to the Commissioner for review and approval prior to final acceptance.

B. Each individual system operation on a circuit by circuit basis shall be tested for its complete operation. The procedure for testing the entire fire alarm system shall be set forth with the consent of the code enforcement official, the Commissioner and the manufacturer.

3.5 DOCUMENTATION AND TRAINING

A. The Contractor shall compile and provide to the Commissioner three (3) complete manual on the completed system to include SITE SPECIFIC operating and maintenance instruction, catalog cuts of all equipment and components, as-built wiring diagrams and a manufacturer's suggested spare parts list.

B. In addition to the above manuals, the Contractor shall provide the services of the manufacturer's trained representative for two (2) separate calendar days for a period of four (4) hours per day to instruct the Commissioner's personnel on the operation and maintenance of the entire system.

C. As-built drawings shall consist of the following:

1. Complete revision of all previously submitted drawings
2. Point-to-point depiction of all device wiring on the device layout floor plans.
3. One (1) set of B-size, laminated as-built drawings.
4. Two (2) sets of 30"x42"inch 1\16"=1' scale drawings showing all points of fire alarm. One set shall be submitted with the close-out documents. Second set shall be mounted in frame with a lexan cover. These drawing must be submitted to project Commissioner for approval.

D. Turnover of all software database hard/soft copies shall be required. This shall include all possible programming software logs, diskettes or CDs containing exported project files, hard copies of all device maps, the revision number of the version of programming utility used, and all required passwords. The turnover of all database information shall occur prior to the end of the one (1) warranty period (or period as amended earlier in this specification)

3.6 APPROVAL OF FIRE ALARM SYSTEM INSTALLATION

A. Comply with requirements of NYC Fire Department Rule RCNY, para. 105-01, "Approval of Fire Alarm System Installation".

END OF SECTION 28 31 00

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NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS
30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

125 Worth Street, 1st Floor DOHMH Vital Records Renovation

LOCATION: **125 Worth Street**
BOROUGH: **New York 10013**
CITY OF NEW YORK

_____
Contractor

Dated _____ , 20_____

Entered in the Comptroller's Office

_____
First Assistant Bookkeeper

Dated _____ , 20_____