Department of Design and Construction

PROJECT ID: **LNCA1167S**

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:

67th Street Branch Library HVAC and Roof Upgrade

LOCATION: **328 East 67th Street**
BOROUGH: **Manhattan 10065**
CITY OF NEW YORK

CONTRACT NO. 1 **HVAC WORK**

New York Public Library

Syska & Hennessy

Date: **October 19, 2017**

18-022

Department of Design and Construction

Lorraine Grillo
Commissioner

August 03, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUEST
CDE AIR CONDITIONING CO.
321 39th Street
Brooklyn, NY 11232

RE: FMS ID: LNCA1167S
E-PIN: 85018B0039001
DDC PIN: 8502018LN0011C
67TH STREET BRANCH LIBRARY HVAC AND ROOF UPGRADE-BOROUGH OF MANHATTAN
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $1,758,533.00 submitted at the bid opening on March 29, 2018. 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 two 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 two 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.

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,

Michael Shipman
Director of Contracts

PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the **Procurement and Sourcing Solutions Portal (PASSPort)**, a new online procurement system that will replace the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information when the system becomes available. **Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings.**

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

PRE BID QUESTIONS (PBQs):

- **Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page 22, VOLUME 1 of 3 of this BID PACKAGE.**

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: LNCA1167S

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 (718-391-2627).

(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(s):	**General Construction Work**	**__X__ YES**	**_____ NO**
Specific Areas of Work:	**General Construction Work**	**__X__ YES**	**_____ NO**

(A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER IF APPLICABLE:** The special experience requirements set forth below apply to the bidder(s) only if 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(s) indicated above 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) **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 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 Work

- Section 042000: Unit Masonry
- Section 045100: Masonry Cleaning
- Section 072720: Vapor Barrier
- Section 075602: Liquid Applied Roofing

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

a. For Specification Sections 042000 and 045100, the contractor or subcontractor performing the work specified above 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, size and type to the required work, based on architectural style, construction method and materials and age of building for this particular project. One such prior project of the three must have involved a landmarked building, as officially designated by the City, State or federal government.

b. For Specification Section 072720, 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.

c. For Specification Section 075602, the contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within the last twelve (12) months. The three (3) qualifying projects must have utilized one or more of the roofing systems specified for the project being bid herein, been installed by the contractor's or subcontractor's company utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system. In addition, the contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

(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.

a. 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.

b. For Specification Section 075602, the contractor or subcontractor must specify, for each qualifying project submitted, the type of roofing system utilized and provide proof that the manufacturer's warranty for that project was issued. 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 required to be provided by the contractor or subcontractor on the Qualification Form is actually 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.

Qualification Form

Project ID: LNCA1167S

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: C.D.E. Air Conditioning Co., Inc.

Name of Project: P.S. 360 (Bronx) Contract No. C000013495

Location of Project: 2880 Kingsbridge Terrace, Bronx, New York 10463

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

Name: NYC School Construction Authority Muhammad Sharif

Title: Project Officer Phone Number: 718-752-5895

646-879-1762 Cell #

Brief description of work completed: HVAC Replacement and New Roof

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

Amount of Contract: $3,249,133.

Date of Completion: 10/12/15

****

Name of Contractor: C.D.E. Air Conditioning Co., Inc.

Name of Project: The Scholars Academy (Queens) Contract No. C000013533

Location of Project: 320 Beach 104th Street, Rockaway Park, New York 11694

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

Name: NYC School Construction Authority Mr. Reinaldo Rosales

Title: Project Officer Phone Number: 718-472-8237

917-418-3510 cell #

Brief description of work completed: Heating Plant Upgrade / Flood Elimination / Climate Control / Chiller Replacement

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

Amount of Contract: $13,563,283.

Date of Completion: 10/19/17

Qualification Form

Project ID: LNCA1167S

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: C.D.E. Air Conditioning Co., Inc.

Name of Project: Baruch College DASNY Project No. 3048509999

Location of Project: 151 East 25th Street, New York, New York

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

Name: Dormitory Authority State of New York
Genesys Engineering, PC (Construction Mgrs.) Charles F. Klee

Title: Sr. Project Manager Phone Number: 631-974-5171 Cell #

Brief description of work completed: Energy and Control Upgrade Project

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

Amount of Contract: $8,110,863.

Date of Completion: Jan. 2018

****

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:

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

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 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.

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 zhangji@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 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.

Tax ID #: _____ APT E-PIN#: **85018B0039**

Contract # 1 - HVAC 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 #	**85018B0039**	**FMS Project ID#:**	**LNCA1167S**
Project Title/Agency	67th Street Branch Library HVAC and Roof Upgrade		
PIN #	**8502018LN0011C**		
Bid/Proposal Response Date:	**MARCH 9, 2018**		
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 Liranzo **Title** MWBE Liaison & Compliance Analyst		
Telephone #	(718) 391-1502 **Email** negronn@ddc.nyc.gov		

Project Description *(attach additional pages if necessary)*

This Project consists of Replacement of roof and repair of existing masonry at parapet. Due to the landmark quality status, all new masonry work must match the architecturally significant masonry. Mechanical scope includes replacement in kind of two roof top AC units as well as associated ductwork and controls. The plumbing scope for this project entails the installation of new gas pipe lines for the newly installed equipment as well as the installation of a new roof drain and its associated piping. Upon installation of new roof top AC units, tie-in is required with the existing fire alarm system at the branch library.

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 *	**15**	%	
or			
Black American	**Unspecified**	%	
Hispanic American	**Unspecified**	%	
Asian American	**Unspecified**	%	
Women	**Unspecified**	%	
Total Participation Goals	**15**	%	**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 #: 11-2217107 APT E-

PIN#: 85018B0039

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 #	11-2217107	**FMS Vendor ID #**	0000477680
Business Name	C.D.E. Air Conditioning Co., Inc.	**Contact Person**	Joseph F. Azara, Jr.
Address	321 39th Street, Brooklyn, New York 11232		
Telephone #	718-788-1040	**Email**	josepha@cdeair.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.	$ 1,758,533.	X	15%	=	$ 263,780. 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 #: 11-2217107

APT E-
PIN#: 85018B0039

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? % 60

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. G.C. Work	$ 175,000.
	2. Asbestos Abatement	80,000.
	3. Steel Work	50,000.
	4. Roofing Work	250,000.
	5. Plumbing Work	63,949.
*	6. Insulation Work	115,000.
*	7. Sheet Metal Work	125,000.
*	8. Electrical Work	158,000.
✓ Scopes of Subcontract Work	9.	
	10.	
* – M/WBE	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 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 March 29, 2018

Print Name Joseph F. Azara, Jr. Title President

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

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved: ☐

Waiver Denied: ☐

Partial Waiver Approved: ☐

Revised Participation Goal: _____ %

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: LNCA1167S

67th Street Branch Library HVAC and Roof Upgrade
328 East 67th Street
Manhattan 10065

Name of Bidder: C.D.E. Air Conditioning Co., Inc.

Date of Bid Opening: March 29, 2018

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

Place of Business of Bidder: 321 39th Street, Brooklyn, New York 11232

Bidder's Telephone Number: 718-788-1040 Bidder's Fax Number: 718-788-2046

Bidder's Email Address: josepha@cdeair.com

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 New York

Name and Home Address of President: Joseph F. Azara, Jr.
215 Howard Avenue, Staten Island, New York 10301

Name and Home Address of Secretary: Brian J. Azara
251 7th Street, Apt. # 8D, Brooklyn, New York 11215

Name and Home Address of Treasurer:
Christine R. Azara
215 Howard Avenue, Staten Island, New York 10301

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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 included 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: LNCA1167S

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) and (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 Labor		Total Price for Material Sold and Delivered		
$ 1,200,000.	+	$ 540,583.	Total Price for Item A=	$ 1,740,583.

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

C. ALLOWANCE for Unit Prices (page 13-0) $ 2,950.

TOTAL BID PRICE (Add A + B + C) (a/k/a BID PROPOSAL) $ 1,758,533.

BB 3/29/18

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: C.D.E. Air Conditioning Co., Inc.

By: _____
(Signature of Partner or corporate officer)
Joseph F. Azara, Jr., President

Attest: Brian J. Azara, Secretary Secretary of Corporate Bidder
(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
045100	1	Brick stitching	10	SF	275.	2,750.
233300	2	Volume control dampers	1	SF	200.	200.

Total Amount of Unit Price Work $ 2,950. *

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

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 tru

_____

(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 Kings ss:

Joseph F. Azara, Jr. 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 215 Howard Avenue, Staten Island, New York 10301.

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

29th day of March , 2018

_____

Notary Public

ROBERT J. AYOUB
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AY4893555
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 11, 2019

ROBERT J. AYOUB
NOTARY PUBLIC STATE OF NEW YORK
NO. 01AY4893555
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 11, 2019

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: C.D.E. Air Conditioning Co., Inc.
Address: 321 39th Street
City: Brooklyn State: New York Zip Code: 11232

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

11-2217107

By: _____
Signature:

Title: 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.

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: LNCA1167S

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:**

Varsity Plumbing & Heating Co., Inc.
(Print Name)

Agreed amont to be paid Subcontractor: $ 63,949.

Description of Plumbing Work:

Plumbing Work

2. **HVAC CONTRACTOR:**

C.D.E. Air Conditioning Co., Inc.
(Print Name)

Agreed amont to be paid Subcontractor: $ 1,536,584.

Description of HVAC Work:

HVAC Work

2. **ELECTRICAL CONTRACTOR:**

Ohm's Electrical Corp.
(Print Name)

Agreed amont to be paid Subcontractor: $ 158,000.

Description of Electrical Work:

Electrical Work

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

C.D.E. Air Conditioning Co., Inc.
Joseph F. Azara, Jr.

(Bidder's Signature) (Print Name)

321 39th Street, Brooklyn, New York 11232
(Address)

President	718-788-1040	718-788-2046	3/29/18
(Title)	(Phone #)	(Fax#)	(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, C.D.E. Air Conditioning Co., Inc.

321 39th Street, Brooklyn, NY 11232

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

(S 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

Project No. LNCA1167S, Contract No. 1 - HVAC Work, 67th Street Branch Library, HVAC and Roof Upgrade, 328 East 67th Street, NY NY 10065

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 fulfillment 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 the 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 9th day of March, 2018.

(Seal)

C.D.E. Air Conditioning Co., Inc. (L.S.)
Principal

By: _____
Joseph F. Azara, Jr. - President

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____
Theresa J. Foley, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL. IF A CORPORATION

State of New York County of Kings ss:
On this 29th day of March, 2018, before me personally came Joseph F. Azara, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 215 Howard Avenue, Staten Island, New York 10301 that he is the President of C.D.E. Air Conditioning Co., 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.

ROBERT J. AYOUB
NOTARY PUBLIC STATE OF NEW YORK
NO. 01AY4893555
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 11, 2019

Notary Public

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

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

ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this **9th** day of **March, 2018**, before me personally came **Theresa J Foley** to me known, who, being by me duly sworn, did depose and say; that he is the Attorney-in-Fact of **Liberty Mutual Insurance Company,** the corporation described in which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he signed his name thereto by the authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said company by like authority.

Chloe Bratt

Notary Public

CHLOE BRATTT
NOTARY PUBLIC, State of New York
No. 01BR6364774
Qualified in Nassau County
Commission Expires September 25, 2021

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7702064

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frankie Grella; Kevin T. Walsh; Michael Marino; Theresa J. Foley

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of MAR 09 2018, 20_____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets

Cash and Bank Deposits	$1,092,914,837
*Bonds — U.S Government	1,406,763,970
*Other Bonds	11,379,916,523
*Stocks	10,349,761,988
Real Estate	290,265,760
Agents' Balances or Uncollected Premiums	4,709,977,463
Accrued Interest and Rents	112,757,395
Other Admitted Assets	14,659,523,751
Total Admitted Assets	**$44,001,881,687**

Liabilities

Unearned Premiums		$6,929,723,299
Reserve for Claims and Claims Expense		17,233,877,300
Funds Held Under Reinsurance Treaties		208,362,823
Reserve for Dividends to Policyholders		944,909
Additional Statutory Reserve		39,649,905
Reserve for Commissions, Taxes and Other Liabilities		3,061,117,958
Total		**$27,473,676,194**
Special Surplus Funds	$95,257,334	
Capital Stock	10,000,000	
Paid in Surplus	9,229,250,104	
Unassigned Surplus	7,193,698,055	
Surplus to Policyholders		**16,528,205,493**
Total Liabilities and Surplus		**$44,001,881,687**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

T A Mikolajewski

Assistant Secretary

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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NYC DDC Department of Design and Construction

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - HVAC WORK

Project: 67th Street Branch Library HVAC and Roof Replacement
Location: 328 East 67th Street, New York, NY 10065
Bidder: **C.D.E. Air Conditioning Co., Inc.**

DDC ID: LNCA1167S
Sponsor Agency: New York Public Library

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 - HVAC WORK							
01 0000	**GENERAL REQUIREMENTS**							
01 0000	**GENERAL REQUIREMENTS**							
	Mobilization	1	LS		$ -	$ 87,900.00	$ 87,900.00	$ 87,900.00
	Subtotal							$ 87,900.00
02 0000	**EXISTING CONDITIONS**							
02 4113	**SELECTIVE REMOVALS AND DEMOLITION**							
	Remove existing roofing including insulation, any existing	3,600	SF	$ 2.40	$ 8,640.00	$ 19.00	$ 68,400.00	$ 77,040.00
	Remove existing chimney and replace upon completion of work		EA		$ -		$ -	same
	Remove pitch pockets		EA		$ -		$ -	in asbestos
	Remove 2' thick brick parapet wall by hand	60	LF	$ 4.00	$ 240.00	$ 52.00	$ 3,120.00	$ 3,360.00
	Remove curb (including flashing) around vertical roof penetrations		LF		$ -		$ -	in roofing
	Remove framing and cap flashing at abandoned penetrations		EA		$ -		$ -	in roofing
	Remove stone and coping/ chimney crown.		LF		$ -		$ -	same
	Remove and reinstall coping stone	13	LF	$ 10.00	$ 130.00	$ 150.00	$ 1,950.00	$ 2,080.00
	Remove metal coping	1	LS		$ -	$ 2,000.00	$ 2,000.00	$ 2,000.00
	Remove steel railing including anchorage and barbed wire	1	LS	$ 250.00	$ 250.00	$ 2,600.00	$ 2,600.00	$ 2,850.00
	Remove metal wall cladding including furring, substrate and blocking to expose masonry	1	LS		$ -	$ 2,600.00	$ 2,600.00	$ 2,600.00
	Remove steel access ladder.	1	EA		$ -	$ 1,700.00	$ 1,700.00	$ 1,700.00
	Remove steel door, frame, hardware and sill including stud framing and wall finish around masonry opening	1	EA		$ -	$ 3,200.00	$ 3,200.00	$ 3,200.00
	Remove window assembly with associated components around masonry opening. Protect interior wood trim.	3	EA		$ -	$ 1,300.00	$ 3,900.00	$ 3,900.00
	Remove louver on penthouse window and replace upon completion of work	1	EA		$ -	$ 3,300.00	$ 3,300.00	$ 3,300.00
	Remove window assembly with associated components around masonry opening. Protect interior wood trim.		EA		$ -		$ -	same
	Remove gutter, leaders etc.		LF		$ -		$ -	in Roofing
	Remove luminaires and associated conduits		EA		$ -		$ -	in Electrical
	Remove roof drain		EA		$ -		$ -	in Plumbing

NYC DDC Department of Design and Construction

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	Misc. rigging permits etc.	1	LS		$ -	$ 25,000.00	$ 25,000.00	$ 25,000.00
	Subtotal							$ 127,030.00
02 8213	**ASBESTOS ABATEMENT**							
	Asbestos Abatement	1	LS	$ 5,000.00	$ 5,000.00	$100,000.00	$100,000.00	$ 105,000.00
	Subtotal							$ 105,000.00
03 0000	**CONCRETE**							
03 0050	**CONCRETE WORK**							
	Provide concrete slab infill at roof slab opening locations	1	CY	$ 390.00	$ 390.00	$ 3,000.00	$ 3,000.00	$ 3,390.00
	Subtotal							$ 3,390.00
03 3730	**CONCRETE REPAIR MORTAR**							
	Concrete Repair mortar	1	LS	$ 650.00	$ 650.00	$ 3,250.00	$ 3,250.00	$ 3,900.00
	Subtotal							$ 3,900.00
04 0000	**MASONRY**							
04 2000	**UNIT MASONRY**							
	New parapet wall	60	LF	$ 13.00	$ 780.00	$ 195.00	$ 11,700.00	$ 12,480.00
	New course of bricks at new flashings	110	LF	$ 26.00	$ 2,860.00	$ 195.00	$ 21,450.00	$ 24,310.00
	Subtotal							$ 36,790.00
04 5100	**MASONRY CLEANING**							
	Brick stitching	260	SF	$ 15.00	$ 3,900.00	$ 68.00	$ 17,680.00	$ 21,580.00
	Repoint stone parapet	40	SF	$ 52.00	$ 2,080.00	$ 250.00	$ 10,000.00	$ 12,080.00
	Repoint brick masonry parapet	430	SF	$ 20.00	$ 8,600.00	$ 130.00	$ 55,900.00	$ 64,500.00
	Clean exposed masonry surfaces	1200	SF	$ 2.50	$ 3,000.00	$ 6.50	$ 7,800.00	$ 10,800.00
	Subtotal							$ 108,960.00
04 7200	**CAST STONE**							
	New coping stones with copper counter flashing	30	LF	$ 250.00	$ 7,500.00	$ 510.00	$ 15,300.00	$ 22,800.00

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	New cast stone coping	20	LF	$ 250.00	$ 5,000.00	$ 510.00	$ 10,200.00	$ 15,200.00
	Provide new cast stone chimney crown/coping stone		EA		$ -		$ -	n/a
	Subtotal							$ 38,000.00
05 0000	METALS							
05 3000	METAL DECK (included w/ 030050)							
05 5000	METAL FABRICATIONS							
	Sheet metal curb at existing penetrations	7	Ea.	$ 1,400.00	$ 9,800.00	$ 150.00	$ 1,050.00	$ 10,850.00
	New galvanized ladder	1	LS	$ 2,000.00	$ 2,000.00	$ 5,500.00	$ 5,500.00	$ 7,500.00
	New guardrail	1	LS	$ 3,200.00	$ 3,200.00	$ 9,300.00	$ 9,300.00	$ 12,500.00
	New steel chimney cap	1	EA	$ 909.00	$ 909.00	$ 2,000.00	$ 2,000.00	$ 2,909.00
	Misc duct supports	1	LS	$ 9,000.00	$ 9,000.00	$ 22,500.00	$ 22,500.00	$ 31,500.00
	Metal cladding structural supports	1	LS	$ 10,000.00	$ 10,000.00	$ 22,500.00	$ 22,500.00	$ 32,500.00
	Subtotal							$ 97,759.00
06 0000	WOOD, PLASTICS, AND COMPOSITES							
06 1000	ROUGH CARPENTRY							
	Misc wood blocking	1	LS	$ 650.00	$ 650.00	$ 2,000.00	$ 2,000.00	$ 2,650.00
	Plywood sheathing		SF		$ -		$ -	n/a
	Window framing and casing for 3' X 5'-3" windows	2	EA	$ 500.00	$ 1,000.00	$ 1,500.00	$ 3,000.00	$ 4,000.00
	Window framing and casing for 6'-8" X 5'-3" window	1	EA	$ 700.00	$ 700.00	$ 2,000.00	$ 2,000.00	$ 2,700.00
	Subtotal							$ 9,350.00
07 0000	THERMAL AND MOISTURE PROTECTION							
07 2700	FIRESTOPPING/SMOKE SEALS							
	Firestopping / Smoke Seals	1	LS		$ 200.00		$ 2,000.00	$ 2,200.00
	Subtotal							$ 2,200.00
07 2720	FLUID-APPLIED MEMBRANE AIR BARRIER, VAPOR RETARDING							
	Vapor-retarding fluid applied membrane air barrier system at 4th floor north wall and penthouse bulkhead	560	SF	$ 2.40	$ 1,344.00	$ 9.60	$ 5,376.00	$ 6,720.00

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	Subtotal							$ 6,720.00
07 4213	**METAL WALL CLADDING**							
	Insulated metal wall cladding system	400	SF	$ 36.00	$ 14,400.00	$ 84.00	$ 33,600.00	$ 48,000.00
	Insulated metal wall panels around penthouse bulkhead	80	SF	$ 35.00	$ 2,800.00	$ 84.00	$ 6,720.00	$ 9,520.00
	Subtotal							$ 57,520.00
07 5602	**LIQUID APPLIED ROOFING SYSTEM**							
	Liquid applied roofing assembly	3600	SF	$ 21.00	$ 75,600.00	$ 38.00	$136,800.00	$ 212,400.00
	Roof at buklhead	100	SF	$ 21.00	$ 2,100.00	$ 38.00	$ 3,800.00	$ 5,900.00
	24" X 24" rooftop walkway mats		EA		$ -		$ -	n/a
	New gutters and leaders	50	LF	$ 60.00	$ 3,000.00	$ 120.00	$ 6,000.00	$ 9,000.00
	Misc. roof drainage restoration	1	LS		$ -		$ -	in Plumbing
	Subtotal							$ 227,300.00
07 6000	**FLASHING AND SHEET METAL**							
	New perimeter flashing	290	LF	$ 12.00	$ 3,480.00	$ 36.00	$ 10,440.00	$ 13,920.00
	New stainless steel counter flashing	290	LF	$ 6.00	$ 1,740.00	$ 30.00	$ 8,700.00	$ 10,440.00
	Liquid applied flashing at pitch pockets	95	EA	$ 60.00	$ 5,700.00	$ 180.00	$ 17,100.00	$ 22,800.00
	Subtotal							$ 47,160.00
07 9000	**JOINT SEALERS**							
	Type 1 general purpose sealant for misc. purposes	1	LS	$ 1,800.00	$ 1,800.00	$ 13,000.00	$ 13,000.00	$ 14,800.00
	Subtotal							$ 14,800.00
08 0000	**OPENINGS**							
08 1100	**STEEL DOORS AND FRAMES**							
	HM door w/ steel frame and hardware 3'-0" X 6'-8"	1	EA	$ 3,900.00	$ 3,900.00	$ 8,800.00	$ 8,800.00	$ 12,700.00
	Subtotal							$ 12,700.00

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08 5213	ALUMINUM CLAD WINDOWS							
	3'-0" x 5'-3" double hung aluminum/glass window assembly w/ interior casing	2	EA	$ 2,600.00	$ 5,200.00	$ 4,000.00	$ 8,000.00	$ 13,200.00
	6'-8" x 5'-3" double hung aluminum/glass window assembly w/ interior casing	1	EA	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 8,000.00
	Subtotal							$ 21,200.00
08 7100	FINISH HARDWARE (included w/ other Division 8 sections)							
09 0000	FINISHES							
09 2050	FURRING AND LATHING (included w/ 092600)							
09 2100	PLASTER (included w/ 092600)							
09 2600	GYPSUM BOARD ASSEMBLIES							
	cut & patch existing ceiling	650	SF	$ 19.00	$ 12,350.00	$ 75.00	$ 48,750.00	$ 61,100.00
	Subtotal							$ 61,100.00
09 9100	PAINTING							
	Scrape, prime and paint existing steel dunnage	260	SF	$ 3.70	$ 962.00	$ 75.00	$ 19,500.00	$ 20,462.00
	Subtotal							$ 20,462.00
22 0000	PLUMBING							
22 0500	COMMON WORK RESULTS FOR PLUMBING							
	Cutting, patching, sleeves & seals	1	LS		$ -	$ 1,100.00	$ 1,100.00	$ 1,100.00
	Inspection, testing and commissioning	1	LS		$ -	$ 3,200.00	$ 3,200.00	$ 3,200.00
	Remove gas piping	30	LF		$ -	$ 36.00	$ 1,080.00	$ 1,080.00
	Subtotal							$ 5,380.00

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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
22 0529	**HANGERS AND SUPPORTS FOR PLUMBING PIPING & EQUIPMENT**							
	Seismic Restraints	1	LS	$ 1,100.00	$ 1,100.00		$ -	$ 1,100.00
	Subtotal							$ 1,100.00
22 0553	**IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT**							
	Identification of Plumbing System	1	LS	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,400.00
	Subtotal							$ 1,400.00
22 0700	**PLUMBING INSULATION (included w/ 221413)**							
22 1413	**FACILITY STORM DRAINAGE PIPING**							
	Connection to existing pipe	1	EA	$ 125.00	$ 125.00	$ 1,050.00	$ 1,050.00	$ 1,175.00
	4" Storm Pipe, fittings, hangers	110	LF	$ 20.00	$ 2,200.00	$ 125.00	$ 13,750.00	$ 15,950.00
	Subtotal							$ 17,125.00
22 1423	**STORM DRAINAGE PIPING SPECIALTIES**							
	CO-Cleanout	3	EA	$ 32.00	$ 96.00	$ 94.00	$ 282.00	$ 378.00
	4" Roof Drain	1	EA	$ 625.00	$ 625.00	$ 1,050.00	$ 1,050.00	$ 1,675.00
	6" Roof Drain Dome	1	EA	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 250.00
	Subtotal							$ 2,303.00
22 7000	**NATURAL FUEL GAS SYSTEMS - PLUMBING**							
	3" Gas Pipe, fittings, hangers	30	LF	$ 50.00	$ 1,500.00	$ 125.00	$ 3,750.00	$ 5,250.00
	2"	30	LF	$ 25.00	$ 750.00	$ 88.00	$ 2,640.00	$ 3,390.00
	Connection to existing gas piping	4	EA	$ 63.00	$ 252.00	$ 375.00	$ 1,500.00	$ 1,752.00
	Gas booster	1	EA	$ 28,000.00	$ 28,000.00	$ 14,000.00	$ 14,000.00	$ 42,000.00
	Subtotal							$ 52,392.00
23 0000	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**							

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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
23 0500	**COMMON WORK RESULTS FOR HVAC**							
	Remove Air-cooled AC unit		EA		$ -		$ -	$ -
	Remove Ductwork	1	LS		$ -	$ 13,000.00	$ 13,000.00	$ 13,000.00
	Cap the duct	1	LS	$ 600.00	$ 600.00	$ 3,800.00	$ 3,800.00	$ 4,400.00
	Remove FSD		EA		$ -		$ -	in Duct
	Remove ductwork		LF		$ -		$ -	same
	Cut and Cap the pipe		EA		$ -		$ -	n/a
	Subtotal							$ 17,400.00
23 0513	**COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT**							
	Crane rental	1	LS		$ -	$ 83,000.00	$ 83,000.00	$ 83,000.00
	Labor hours		HOURS		$ -		$ -	in Crane
	Maintenance of traffic	1	LS		$ -		$ -	in Crane
	Subtotal							$ 83,000.00
23 0529	**HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT (included w/ 237413)**							
23 0548	**VIBRATION AND SEISMIC CONTROL FOR HVAC PIPING AND EQUIPMENT (included w/ 237413)**							
23 0553	**IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**							
	Identification of HVAC Piping and Equipment	1	LS	$ 200.00	$ 200.00	$ 800.00	$ 800.00	$ 1,000.00
	Subtotal							$ 1,000.00
23 0593	**TESTING, ADJUSTING, AND BALANCING FOR HVAC**							
	Identification and tagging	1	LS	$ 300.00	$ 300.00	$ 3,000.00	$ 3,000.00	$ 3,300.00
	Balancing	1	LS		$ -	$ 7,500.00	$ 7,500.00	$ 7,500.00
	Testing and commissioning	1	LS		$ -	$ 8,000.00	$ 8,000.00	$ 8,000.00
	Subtotal							$ 18,800.00
23 0713	**DUCT INSULATION**							

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	FG Insulation	1800	SF	$ 9.25	$ 16,650.00	$ 23.25	$ 41,850.00	$ 58,500.00
	Liner	1150	SF	$ 3.10	$ 3,565.00	$ 6.50	$ 7,475.00	$ 11,040.00
	Insulation		SF		$ -		$ -	same as above
	2 HR rated duct wrap	1100	SF	$ 17.80	$ 19,580.00	$ 64.00	$ 70,400.00	$ 89,980.00
	Subtotal							$ 159,520.00
23 3113	**METAL DUCTS**							
	GI Duct	3500	LB	$ 2.20	$ 7,700.00	$ 10.30	$ 36,050.00	$ 43,750.00
	Subtotal							$ 43,750.00
23 3300	**AIR DUCT ACCESSORIES**							
	Motorized damper	1	EA	$ 900.00	$ 900.00	$ 900.00	$ 900.00	$ 1,800.00
	Connection to the duct	1	LS	$ 900.00	$ 900.00	$ 4,000.00	$ 4,000.00	$ 4,900.00
	Smoke Detector		EA		$ -		$ -	$ -
	FSD Fire and Smoke Damper	22	SF	$ 345.00	$ 7,590.00	$ 475.00	$ 10,450.00	$ 18,040.00
	Volume control dampers	14	SF	$ 38.00	$ 532.00	$ 190.00	$ 2,660.00	$ 3,192.00
	Subtotal							$ 27,932.00
23 7413	**PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS**							
	AC-1&2 Air-cooled AC unit 8000 CFM	2	EA	$ 25,000.00	$ 50,000.00		$ 2,500.00	$ 52,500.00
	Power exhaust modules	2	EA	$ 7,300.00	$ 14,600.00		$ 2,500.00	$ 17,100.00
	DD Control Points	1	LS		$ -		$ -	n/a
	Standalone Control system programming	1	LS	$ 2,700.00	$ 2,700.00	$ 3,000.00	$ 3,000.00	$ 5,700.00
	Subtotal							$ 75,300.00
26 0000	**ELECTRICAL**							
26 0500	**COMMON WORK RESULTS FOR ELECTRICAL**							
	Testing & Commissioning	1	LS		$ -	$ 7,700.00	$ 7,700.00	$ 7,700.00

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	Shut downs & Start Ups	1	LS		$ -	$ 5,500.00	$ 5,500.00	$ 5,500.00
	Penetration, Patching & Fire Stoppings	1	LS	$ 1,650.00	$ 1,650.00	$ 8,800.00	$ 8,800.00	$ 10,450.00
	Subtotal							$ 23,650.00
26 0519	**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**							
	#10	1650	LF	$ 0.44	$ 726.00	$ 2.20	$ 3,630.00	$ 4,356.00
	AC-1,AC-2 Connections (125A Riser)				$ -		$ -	$ -
	#1	1500	LF	$ 2.20	$ 3,300.00	$ 4.40	$ 6,600.00	$ 9,900.00
	#6G	500	LF	$ 1.10	$ 550.00	$ 3.30	$ 1,650.00	$ 2,200.00
	Power exhaust modules				$ -		$ -	$ -
	#10	1300	LF	$ 0.44	$ 572.00	$ 2.20	$ 2,860.00	$ 3,432.00
	#10G	300	LF	$ 0.44	$ 132.00	$ 2.20	$ 660.00	$ 792.00
	Terminations of Feeders	1	LS		$ -	$ 3,700.00	$ 3,700.00	$ 3,700.00
	Subtotal							$ 24,380.00
26 0529	**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS (included w/ 260533)**							
26 0533	**RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**							
	New FSD Connections (allow 25/LF Ea.)							
	Junction Boxes	1	LS	$ 3,520.00	$ 3,520.00	$ 9,570.00	$ 9,570.00	$ 13,090.00
	3/4" EMT	450	LF	$ 1.60	$ 720.00	$ 22.20	$ 9,990.00	$ 10,710.00
	AC-1,AC-2 Connections (125A Riser)				$ -		$ -	$ -
	1-1/4" RGS	300	LF	$ 7.70	$ 2,310.00	$ 31.00	$ 9,300.00	$ 11,610.00
	Power exhaust modules				$ -		$ -	$ -
	3/4" RGS	500	LF	$ 3.30	$ 1,650.00	$ 27.50	$ 13,750.00	$ 15,400.00
	Subtotal							$ 50,810.00
26 0553	**IDENTIFICATION FOR ELECTRICAL SYSTEMS**							
	Identification of Electrical system	1	LS	$ 550.00	$ 550.00	$ 6,300.00	$ 6,300.00	$ 6,850.00
	Subtotal							$ 6,850.00

NYC DDC Department of Design and Construction

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - HVAC WORK

Project: 67th Street Branch Library HVAC and Roof Replacement
Location: 328 East 67th Street, New York, NY 10065
Bidder: **C.D.E. Air Conditioning Co., Inc.**

DDC ID: LNCA1167S
Sponsor Agency: New York Public Library

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
26 2816	**ENCLOSED SWITCHES AND CIRCUIT BREAKERS**							
	Disconnect Means	1	LS	$ 1,700.00	$ 1,700.00	$ 3,600.00	$ 3,600.00	$ 5,300.00
	Subtotal							$ 5,300.00
26 5600	**EXTERIOR LIGHTING**							
	Replace exterior lights	1	LS	$ 2,000.00	$ 2,000.00	$ 7,200.00	$ 7,200.00	$ 9,200.00
	Subtotal							$ 9,200.00
28 0000	**ELECTRONIC SAFETY AND SECURITY**							
28 3111	**DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM**							
	FSD/Automatic damper Connections	1	LS	$ 1,300.00	$ 1,300.00	$ 6,100.00	$ 6,100.00	$ 7,400.00
	Smoke Detectors - make safe connections for wiring for reuse	1	LS	$ 2,800.00	$ 2,800.00	$ 9,600.00	$ 9,600.00	$ 12,400.00
	Protect existing equipment	1	LS		$ -	$ 1,200.00	$ 1,200.00	$ 1,200.00
	Tie into Fire Alarm System	1	LS		$ -	$ 12,000.00	$ 12,000.00	$ 12,000.00
	Smoke Detectors - Duct Type w/ Connections to existing ckts	1	LS	$ 1,700.00	$ 1,700.00	$ 8,000.00	$ 8,000.00	$ 9,700.00
	Subtotal							$ 42,700.00
	TOTAL CONTRACT 1 - HVAC WORK							**$1,758,533.00**

ATTACHMENT 1 – BID INFORMATION
PROJECT ID: LNCA1167S

DESCRIPTION AND LOCATION OF WORK:

67th Street Branch Library HVAC and Roof Upgrade
328 East 67th Street
New York, NY 10065
PIN: 8502018LN0011C / EPIN: 85018B0039

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: FRIDAY, MARCH 9, 2018

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

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

PRE BID QUESTIONS (PBQs):

Please be advised that PBQs must be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date.
Email PBQ(s) - CSB_projectinquiries@ddc.nyc.gov

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:	**FRIDAY, MARCH 9, 2018 @ 2:00PM**

LATE BIDS WILL NOT BE ACCEPTED

PRE-BID CONFERENCE:

PLACE	**67th Street Branch Library** **328 East 67th Street** **New York, NY 10065**
DATE AND HOUR	**WEDNESDAY, FEBRUARY 21, 2018 @ 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 the amount of $1,000,000.00 or more. Performance and Payment Security shall each be in amount equal to 100% of the Contract Price.

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, 11101
Telephone (718) 391-1041 Email: CSB_projectinquiries@ddc.nyc.gov

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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 (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related impatient hospitalizations, all amputations and all losses of an eye).

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) 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 – CONTRACTS COMPLETED BY THE BIDDER

(see attached list of contracts completed)

List all contracts substantially completed within the last 4 years, 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

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
Manhattan Pumping Sta. 184 Avenue D, NYC Cont. # NC-40H	Cont. # NC-40H HVAC Upgrade	$10,665,469,	12/15/15	NYC DEP Gerald Cox 718-595-5983	Arcadis, CM Hazen & Sawyer PC. - Arch. 718-609-8705
Queens Public Library 89-11 Merrick Blvd. Jamaica, NY 11432	Cont. # 3 - HVAC Proj. # LQQ122CLD	$ 8,022,011.	6/17/14	NYC DDC Patrick Moakley 718-391-1193 347-234-0258	Hill Intl., Inc.- CM Marc Zaretsky , VP 212-244-3700
Tavern on the Green Central Park, NYC 1 Tavern on the Green NYC 10023	Cont. # 1 Core and Shell Renov.	$3,474,858.	6/17/15	NYC DDC Medhat Azer 347-203-2697	Swanke Hayden Connell Architects
Central Park Precinct Renovation, 86th Street Transverse Rd., NYC 10014	Cont. 3 - HVAC Proj. # PO79CPP	$ 4,268,062.	1/13/14	NYC DDC Jerold Hart 718-391-2197	URS Corp. - Constr. Mgrs. Douglas Kerrigan 914-438-9021
Bowery Bay WPCP - BB-57H Berrian Blvd. Astoria, Queens, NY	Interim Plant Upgrade	$26,526,564.	1/12/16	NYC DEP Gerald Cox 718-595-5983	Hazen & Sawyer, PC - CM Eamon Kelly 212-539-7103
Brooklyn Public Library 2 Eastern Parkway Brooklyn, NY 11238	Energy Efficiency Measures Proj. # E12-0023	$5,588,895.	12/21/17	NYC DDC Rajiv Bhagat 718-391-1132	Loring Consulting Engrs Oneil Gayle, PE 202-296-6583

C.D.E. AIR CONDITIONING CO., INC.
PARTIAL LIST OF COMPLETED PROJECTS

PROJECT NAME AND LOCATION	PROJECT NUMBER	OWNER/CONTACT	TELEPHONE NO.	FINAL CONTRACT PRICE	COMPLETION DATE
23rd Precinct Station House Installation of New Cooling Towers	20171406505	NYPD Stephen Sailer	(347) 245-8365	311,301	November, 2017
District 7 Sanitation Garage HVAC System Replacement	20151429101	NYC DDC Jermaine Francis	(718) 391-1342 (347) 401-4987	3,704,688	September, 2017
Governor's Island Facilities Management Building 110	90088	The LiRo Group Nadia Usmani	(516) 434-9721	1,662,254	March, 2017
NYC College of Technology – NYCCT Boiler Plant Repairs	ES-GSN080S	The LiRo Group/Ecosystem Marco Barbosa	(516) 214-8472 (347) 901-0278	1,391,706	January, 2017
Pre-K 66 (Staten Island) 1625 Forest Avenue, Staten Island, NY	C000013711	Arnell Construction Cliff Hughes	(718) 852-8500	4,012,000	January, 2017
Bowery Bay WPCP 4301 Berrian Boulevard, Astoria, New York	Project# WP-237 Contract BB-57H	Hazen & Sawyer/NYC DEP Vincent Kopicki	(347) 923-8490	28,719,670	June, 2016
Bowery Bay WPCP Anaerobic Digester Gas System Improvements 4301 Berrian Boulevard, Astoria, New York	Project# WP-237 Contract BB-210	Spectraserv – CDM/NYPA John Kling	(973) 589-0277	2,083,679	April 2016
Metropolitan Hospital Center Energy Conservation HVAC Work	ES-GSN-0543	Parson Brinckerhoff Frank Verni, RA	(212) 423-7881 (917) 658-4811	1,605,768	April, 2016
Dapolito Recreation & John Jay Pool Reconstruction of Boilers	MG-113	NYC Dept. of Parks & Recreation Henry Erhardt	(718) 430-4654 (917) 635-4230	879,676	March, 2016
DEP Digester Gas System Improvement Various Locations – Oakwood Beach, Staten Island 26th Ward & Red Hook, Brooklyn, New York	ES-GSN-0149	Spectraserv –CDM/NYPA John Kling	(973) 589-0277	3,796,308	March, 2016
New York Psychiatric Institute Conversion of 4th Floor to Wet Lab	44220-C	Fratello Construction Steven Cianci	(631) 414-7171	2,392,110	February, 2016
PS 199 (Queens) Annex at St. Teresa 55-15 44th Street, Sunnyside, NY	C000013478	Delric Construction Robert Ricciardi	(973) 427-0058	691,345	February, 2016
United Nations Package 3 – Airside Capital Master Plan	Contract B Package 3	Skanska USA Building Bryan Kobb Sam Alacha Cell:	(917) 367-2246 (917) 444-0573 (212) 963-2477 (646) 208-1552	9,169,198	February, 2016
120 Schermerhorn Street, Brooklyn, NY Boiler Feedwater System Replacement	Project No. C0281BOIL	NYC DDC Naum Fiterson	(212) 386-0669	1,518,657	December, 2015
Manhattan Psychiatric Center Wards Island Manhattan Forensic Relocation Package No. 1	44579	Sea Crest Construction Corp. James Dergin	(516) 868-3000 Cell: (516) 903-6619	347,000	July, 2015
Manhattan Theater Club Renovation at Friedman Theater	PV256-FRI	NYC DDC Charles Lin	(718) 391-1138 (917) 506-0551	790,199	April, 2015

C.D.E. AIR CONDITIONING CO., INC.
PARTIAL LIST OF COMPLETED PROJECTS

PROJECT NAME AND LOCATION	PROJECT NUMBER	OWNER/CONTACT	TELEPHONE NO.	FINAL CONTRACT PRICE	COMPLETION DATE
PS 181 (K) 1023 York Avenue, Brooklyn NY	C000013191	Triangle General Contractors Anant Nuraula	(718) 462-2608	19,641	April, 2015
Kingsbridge Heights Community Center Construction of HVAC System	Contract No. X250-109MA1	NYC Dept. of Parks & Recreation Fred Hammerling	(718) 760-6643	880,721.00	January, 2015
Manhattan Pumping Station Newtown Creek WPCP	Project # WP-283 Contract NC-40H	Hazen & Sawyer/NYC DEP Alex Klar, P.E.	(718) 609-8701	12,623,793	January, 2015
Queens Children's Library Children's Library Discovery Center	20040018658	Hill International/NYC DDC Marc Zaretsky, Vice President	(212) 244-3700	7,979,398	December, 14
United Nations South Screening Building		Skanska USA Building Raki Lavon	(917) 346-3739	76,588	December, 14
Queens College Science Building HVAC Work	CITY-W-CUCF-01-09-04-MECH	STV/CUNY Jeanny Cheung,	(212) 614-3382	478,898	November, 14
102 Precinct Station House New Air Cooled Chiller	CT 1 056 20131420928	NYPD Stephen Sailer, APM III, NYPD	(718) 476-8699 (347) 245-8365	638,138	October, 14
Newtown Creek WPCP, NC-36H 329 Greenpoint Ave., Brooklyn, NY 11222	Project WP-283 Contract NC-36H	Hazen & Sawyer/NYC DEP Stan DiMaris	(718) 609-8703	12,428,503	September, 14
Parks District Headquarters Bushwick Inlet Pak Kent Avenue, Between N. 9th Street, Brooklyn, NY	BG-38250-507M	NYC Dept. of Parks Matthias Augustin Lorenzo Calabrese	(718) 760-6828	2,278,477	September, 14
Tavern of the Green Core and Shell Renovation Contract No. 1 – General Construction Work	Contract TAVREH	NYC DDC Medhat Azer	(212) 978-2835	3,473,822	August, 14
Central Park Police Precinct 86th Street Transverse Road, New York NY	20060007059	URS Corp. – NY / NYC DDC Douglas Kerrigan	(646) 963-6011	4,268,423	July, 14
Pier 40 HVAC Restoration	LC4548	LiRo Program & Construction Mark Conti	(516) 938-5476	331,279	January, 14
Paerdegat Basin Water Quality Facility 1887 Ralph Avenue, Brooklyn, New York	WP-169 Contract # CSO-5H	Hazen & Sawyer, P.C. Pietro L. Palmari, P.E.	(718) 241-2053	21,828,306	September, 13
71st Precinct Station House Replacement of Existing Boiler & Associated Accessories	20121419085	NYPD - Bldg. Maintenance Stephen Sailer, APM III Cell:	(718) 476-8699 (347) 245-8365	383,323	August, 13
Hunter College City University of New York Chiller Replacement of A/C Upgrades	CITY-CUCF-01-09-02-GC3	EPIC Management/CUNY Vincent Ramadani	(212) 601-2766	1,375,398	April, 13
Newtown Creek WPCP, NC-31H 329 Greenpoint Avenue, Brooklyn, NY	Project No. WP-283 Contract NC-31H	Malcolm Pirnie/NYC DEP Stan Damaris	(718) 383-7960	16,426,796	May, 13
Rikers Island Correctional Facility 800 Bed Addition at RMSC	20050016107	URS Corp. – NY/NYC DDC Frank Corona Cell	(212) 896-0140 (917) 578-5576	18,895,703	January, 13

C.D.E. AIR CONDITIONING CO., INC.
PARTIAL LIST OF COMPLETED PROJECTS

PROJECT NAME AND LOCATION	PROJECT NUMBER	OWNER/CONTACT	TELEPHONE NO.	FINAL CONTRACT PRICE	COMPLETION DATE
Brooklyn VA Medical Center 800-Ton Chiller Replacement	GS-00P-07-BSD-0510 P.O. 3567	ConEd Solutions Mart Litwinko	(914) 286-7738	855,542	August, 12
Mitchell Field Naval Exchange HVAC Work	Contract N400085-08-81-730011	Dave Rosenberg, Iron Eagle	(516) 826-6848	452,000	July, 12
7 West 51st Street, New York, NY Replacement 50-Ton Rooftop A/C Unit & Return Fan		Sedesco/PREF 7 West 51st LLC Matthew Johnson	(212) 317-2600	248,250	July, 12
FDNY EMS Station #27 68 East 133rd Street, Bronx, NY	F175EMS 2090026482	The LiRo Group/NYC DDC Joseph Fox Michael Mascaro	(917) 681-7242 (347) 386-3839	1,631,490	June. 12
Newtown Creek WPCP, NC-32H 329 Greenpoint Avenue, Brooklyn, NY 11222	Project # WP-283 Contract NC-32H	Hazen & Sawyer/NYC DEP Stan Dimaris	(718) 389-7960	12,041,893	March, 12
Brooklyn VA Hospital – HVAC Controls Replacement, Phase II	630-80-407	Anthony Weathers David Rosenberg, Iron Eagle	(718) 836-6600 (516) 826-6848	1,440,814	May, 11
Spring Creek AWPCP – Upgrade HVAC Work 26 Ward WPC, Spring Creek. Basin Brooklyn, New York	Project # WP-225 Contract # SC-1H	CDM/NYC DEP Keith Kelly	(516) 496-8400	6,470,663	April, 11
Lincoln Center – Package No. 5 Concourse Garage Renovation – HVAC Work West 65th Street & Broadway, New York NY	1266030	Edwin Ogando, Turner Const. Jed Gallagher, LCDP Dan Watson, LCDP	(212) 362-2775 (212) 875-5860 (212) 875-5828	6,465,870	February, 11
United Nations Development Corp. (UNDC) Elevator MER		UNDC Ken Coopersmith	(212) 888-1618	60,257	October, 10
Brooklyn VA Hospital – A/C No. 3 Brooklyn, New York	630A4-09-429	Doug Jones, DVA David Rosenberg, Iron Eagle	(718) 630-3007 (516) 286-6848	222,904	June, 10
EMD Brooklyn FDNY Dispatch 35 Empire Boulevard, Brooklyn, New York	20050015993	URS Corp. – NY/NYC DDC Kenneth O'Conner	(718) 622-0151	1,094,410	June, 10
St. George Ferry Terminal, Staten Island	11490057	Brickens Constr./NYC EDC Dennis O'Mahony	(914) 237-2709	264,957	June, 10
English Kills Aeration 1106 Grand Avenue, Brooklyn, New York	Project # WP-169 Cont. # EK-11H	NYC DEP Warren Gordon	(347)996-7790	469.970.	January, 10
Brooklyn VA - HVAC Controls Replacement 800 Poly Place, Brooklyn	630A4-06-407 Phase I	Patrick McDonald, DVA David Rosenberg, Iron Eagle	(718) 630-3586 (516) 826-6848	763,986	December, 09

B. **PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER**
(See attached list of projects in progress)

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.D.E. AIR COND[redacted]NING CO., INC.
CONTRACTS IN PROGRESS DECEMBER 31, 2017

PROJECT NAME AND LOCATION	PROJECT NUMBER	CONTACT /OWNER	TEL. NO.	CONTRACT PRICE INCL C.O.'S	PERCENT COMPLETE
Animal Care & Control Center Reconstruction Staten Island, NY	20141408086	Minelli Construction Erin Egan Blaine Belgrave, NYC DDC	 (631) 232-0222 (718) 391-1377	717,866	95
Appellate Court House Roof and Operational Spaces Upgrade	20161429673	Neelam Constructin Ketan Patel	(201) 768-2213	552,201	53
Asser Levy Bathhouse Boiler Reconstruction Asser Levy Place, New York NY	M164-213M	NYC Dept of Parks & Recreation Dan Merkl	(718) 760-6643	1,380,473	*
Atlantic Men's Shelter & 67th Precinct Energy Upgrades	20171417117	NYC Dept. of Design & Construction Carlyle Clinton	(347) 865-0218	2,168,483	48
Baruch College HVAC & Controls Upgrade	3048509999	Genesys Engineering Charles Klee Christopher Hollister	(914) 633-6490 (631) 974-5171 (914) 712-5840	8,619,106	84
Bill Brown Memorial Park Reconstruction of Comfort Station	B109-112M	Northe Group, Inc. Tony Zihenni	(212) 533-6070	106,575	4
Bowery Bay WTP, Contract BB-64 Main Sewage Pump Upgrades, Control & Piping	20151428773	Picone-Schiavone Daniel Villandre	(516) 361-6671	1,202,499	3
Bronx Family & Criminal Court & Health Building Energy Conservation Measures	20171413981	NYC Dept. of Design & Construction Muhammad Hussain	(718) 916-5342	7,548,998	59
Brooklyn Central Library OneNYC Energy Retrofit	20151429177	NYC Dept. of Design & Construction Carlos Rodriguez Larotta	(917) 834-3414	6,209,939	*
Bushwick Green Central Knoll Park Construction of Comfort Station	B395-115MA-1	Metro Link/NESCO Tina Fridrikson	(718) 361-0044 (917) 440-3934	158,202	6
Christopher Street Substation - PATH Replacement and Upgrade HVAC Work	PAT-624.154	Mass Electric Construction Co. Bilal Cheema	(201) 522-0781	1,088,579	*
CUNY Data Center AC-8 Replacement	CITYW-CUCF-01-09-07-GC1	EPIC Management Dermot Fenlon	(845) 521-1022	354,818	*
4 DHS Sites Energy Efficiency Measures	20171416940	NYC Dept. of Design & Construction Steven Thorne	(646) 617-4227	4,467,066	30

* Denotes project substantially complete

C.D.E. AIR CONDITIONING CO., INC.
CONTRACTS IN PROGRESS DECEMBER 31, 2017

PROJECT NAME AND LOCATION	PROJECT NUMBER	CONTACT /OWNER	TEL. NO.	CONTRACT PRICE INCL C.O.'S	PERCENT COMPLETE
Hunts Point WPCP 1270 Ryawa Avenue, Bronx NY	HP-237	Spectraserv John Kling	(973) 589-0277	22,900	0
New York Aquarium Restoration HVAC	BP-27 HVAC	Turner Construction Co. Jeff Mattson Ron Speicher, Mechanical PM	(203) 209-9040 (646) 721-2013	5,735,966	2
North River WWTP Contract NR-38 Cogeneration and Electrification	20171426056	Yonkers Contracting Vasyl Yemtchuk	(914) 665-1500	2,100,000	1
PS 11 (Queens) 54-25 Skillman Avenue, Woodside, NY	C000013556	Citnalta Construction Philip Milo	(631) 564-2614 (516) 672-8693	14,633,224	83
PS 195 (Queens) 253-50 149th Avenue, Rosedale NY 11422	C000013531	NYC SCA Mohammed Akbar	(917) 416-2608	6,661,669	*
PS 360 (Bronx) 2880 Kingsbridge Terrace Bronx, NY	C000013495	NYC SCA Muhammad F. Sharif	(646) 879-1762	3,271,253	*
SCA Headquarters Data Center 30-30 Thomson Avenue, LIC, NY	C000013304	Iannelli Construction Vincent Iannelli	(718) 836-2000	1,236,578	*
SUNY College of Optometry 33 West 42nd Street, NY NY	41056-02	State University Construction Fund Simon Stein, RA	(518) 320-3230 (518) 729-6248	5,503,773	*
Sorrentino Recreation Center Boilers / HVAC System	Q446-216M 20171426761	NYC Depart. of Parks & Recreation Mikhail Kazatskiy, DPR	(917) 6352564	1,368,950	16
South West Brooklyn Marine Transfer Station 1824 Shore Parkway, Brooklyn NY	20141418737	Prismatic Develop./NYC DDC Grant MacDonald, Prismatic Dev. Mike Pepitione, Prismatic	(973) 882-1133 Cell: 445-2900	8,669,950	94
Staten Island Armory Provide Energy Efficient Retrofit	45441H	Office of General Services (OGS) Tajudeen Alaya, Building CPM Cell:	(646) 296-2132	788,621	6
Susan Wagner High School, IS 323 - Black Box 1200 Manor Road, Staten Island, NY	C000013573	Vertex Companies, Inc. Andrew Sargent	(646) 553-3500	4,212,513	*
2 DCAS Sites Energy Conservation Measures	20181403173	NYC Dept. of Design & Construction Daniela Castro	(718) 391-2488 (347) 831-1134	1,017,472	2
26th Ward Water Pollution Control Plant 122-66 Flatlands Avenue, Brooklyn, New York	Project # WP-205 Contract 26W-12H	NYC DEP Joanna Heim	(718) 647-6510	12,927,364	*
26th Ward Water Pollution Control Plant 122-66 Flatlands Avenue, Brooklyn, New York	20161410771 Contract 26W-20	Skanska-Picone, JV Patrick Tang	(516) 403-0915	3,667,064	37
The Scholars Academy IS 323 320 Beach 104th Street, Rockaway Park, NY	C000013533	NYC SCA Reinaldo Rosales	(718) 472-8237 (917) 418-3510	16,466,914	98

* Denotes project substantially complete

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
Hostos Community College 500 Grand Concourse Bronx, New York 10451	Sub Cellar Rehab. HVAC Work	$1,325,000.	June 2018	DASNY Constructomics LLC,G.C.) 212-337-2300	
Fashion Inst. of Tech. 227 West 27th New York, New York 10001	Alumni Residence Hall - HVAC Chiller Plant Upgrade	$2,038,226.	May 2018	FIT Sammy Li 212-217-3630	

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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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: Brooklyn, New York
March 29, 2018

SIGNATURE

Joseph F. Azara, Jr.
PRINTED NAME

President
TITLE

Sworn to before me this
29th day of Mar, 2018

Notary Public

Dated: March 29, 2018

ROBERT J. AYOUB
NOTARY PUBLIC STATE OF NEW YORK
NO. 01AY4893555
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 11, 2019

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 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 X No ___

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

5. Are you a Union contractor? Yes X No ____ 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. 11-2217107 josepha@cdeair.com
Employer Identification Number or Federal Tax I.D. Email Address

8. C.D.E. Air Conditioning Co., Inc.
Company Name

9. 321 39th Street, Brooklyn, New York 11232
Company Address and Zip Code

10. Joseph F. Azara, Jr. 718-788-1040
Chief Operating Officer Telephone Number

11. Same. 718-788-1040
Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") Telephone Number

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

13. Number of employees in your company: 18

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) $1,758,533.
Contract Amount

(c) 85018B0039
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

67th Street Branch Library, HVAC and Roof Upgrade
328 East 67th Street, New York, New York 10065
Contract No. 1 - HVAC Work

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 X No___

If yes, attach a copy of certificate. (Certificate attached)

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.

_____

_____

(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_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.

___ (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 X 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.
Completed at our office after a job offer. Forms are maintained at our office in our employment files.

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.
On file at our office.

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 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.

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 X No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
Steamfitters, A/C Mechanics, Laborers. Employee must be physically able to perform labor related tasks of the position.

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).

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:
Steamfitters

Union Affiliation, if applicable
Local Union 638

Total (Col. #1-10):
3

Total Minority, Male & Female
(Col. #2,3,4,5,7,8,9, & 10):
1

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	2									
H										
A				1						
TRN										
TOT	2			1						

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:
Engineering

Union Affiliation, if applicable
N/A

Total (Col. #1-10):
10

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

Total Female
(Col. #6 – 10):
0

MALES

	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
J	6	2		2	
H					
A					
TRN					
TOT	6	2		2	

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:
Clerical

Union Affiliation, if applicable
N/A

Total (Col. #1-10):
3

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

Total Female (Col. #6 – 10):
1

	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	1	1					1			
H										
A										
TRN										
TOT	1	1					1			

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._____

SIGNATURE PAGE

I, (print name of authorized official signing) Joseph F. Azara, Jr. 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.

C.D.E. Air Conditioning Co., Inc.
Contractor's Name

Joseph F. Azara, Jr. — President
Name of person who prepared this Employment Report — Title

Joseph F. Azara, Jr. — President
Name of official authorized to sign on behalf of the contractor — Title

718-788-1040
Telephone Number

Signature of authorized official — March 29, 2018 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 29th day of March 20 18

Notary Public — Authorized Signature — 3/29/18 Date

RUBEN J. AYOUB
NOTARY PUBLIC STATE OF NEW YORK
NO 01AY4893555
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 11, 2019

FOR OFFICIAL USE ONLY: File No.

FMS ID: **LNCA1167S**

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

Department of Design and Construction

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

CONTRACT NO. 1 HVAC WORK

67th Street Branch Library HVAC and Roof Upgrade

LOCATION: **328 East 67th Street**
BOROUGH: **Manhattan 10065**
CITY OF NEW YORK

Contractor

Dated _____ , 20 _____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20 _____

Department of Design and Construction

PROJECT ID: **LNCA1167S**

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

67th Street Branch Library HVAC and Roof Upgrade

LOCATION: **328 East 67th Street**
BOROUGH: **Manhattan 10065**
CITY OF NEW YORK

CONTRACT NO. 1 **HVAC WORK**

New York Public Library

Syska & Hennessy

Date: **October 19, 2017**

Department of Design and 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

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

2015 Project Labor Agreement

NOTICE: THIS CONTRACT IS SUBJECT TO A NEW PROJECT LABOR AGREEMENT EXECUTED IN 2015

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.

In addition, please note that there are significant revisions between the 2015 PLA attached to this bid and the prior Citywide Renovation PLA. The Contractor is urged to review the entire PLA. Significant changes include:

- **Micro Work Orders: For JOCS and Requirements contracts, Task Orders or Work Orders that do not exceed $10,000 are not subject to the PLA. See PLA Article 3, Section 1.**

- **On Call Contracts: Provisions have been added regarding the referral of workers for on call contracts where Contractors are required to respond on an expedited basis. See PLA Article 4, Section 8.**

- **Grievances: The grievance procedure governing disputes under the PLA has been clarified. See PLA Article 9, Section 1.**

- **Delinquent Contractors: Contractors and Subcontractors who do not make required payments to union funds on a timely basis are subject to requirements to submit cancelled checks or another form of proof of payment in addition to certified payroll reports when requesting payment. See PLA Article 11, Section 2.**

- **Payment to Union Funds for Non-Union Workers: Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for "core" non-union employees (working pursuant to Article 4, Section 2 of the PLA) who are already covered under such bona fide private benefit plans. See PLA Article 11, Section 2.**

- **Veterans Day: Veterans Day has been added to the list of standard holidays. See Article 12, Section 4.**

- **Reporting Pay for Weather Events: The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See Article 12, Section 6.**

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 week, 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 implemented pursuant to New York City Administrative Code §6-129, 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 certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., 7th floor, New York, New York, 10038.

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:

1. **Q.** 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.

2. **Q.** 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.

3. **Q.** Do the provisions of the PLA apply equally to subcontractors as well as contractors and how does the PLA affect the subcontractors that a bidder may utilize on the project?
   A. Yes, the PLA applies to subcontractors and all subcontractors must agree to become party to the PLA. See PLA Art. 2, Sec. 8. 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.

4. **Q.** 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.

5. **Q.** 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 M/WBEs 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 M/WBEs 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 M/WBEs, 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.

6. **Q.** Must the City set M/WBE participation goals for the particular project or contract in order for a certified M/WBE to utilize the provisions of PLA Article 4, Section 2C?
   A. No. PLA Article 4, Section 2(C) specifies what categories of M/WBEs are eligible to take advantage of this provision (i.e., those M/WBEs 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.

7. **Q.** 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.

8. **Q.** 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 except in certain circumstances as set forth in the PLA. See PLA Article 4, Section 6 and Article 11.

9. **Q.** When will the agency shop dues payer affiliate workers become eligible for union benefits?
A. Union benefit plans have their own plan documents that determine eligibility and workers will become eligible for certain benefits at different points in time. Contractors who will have agency shop dues payer affiliate workers should speak with the respective union(s) as to benefit eligibility thresholds.

10. **Q.** 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. Except in certain circumstances, as described in the following paragraph, 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 D.

Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for their employees working pursuant to Article 4, Section 2 (B) and (C) ("core" employees) who are already covered under their bona fide private benefit plans. Supplemental benefit funds in excess

of the annualized value of the private benefit plans will be paid to workers as additional wages in compliance with Labor Law 220. At the time of contract award, the Contractor shall make available to the contracting Agency a complete set of plan documents for each private benefit plan into which contributions will be made and/or coverage provided. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220. See PLA Article 11, Section 2.

11. **Q.** 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.

Upon notification by a union or fringe benefit fund that a Contractor is delinquent in its payment of benefits and a determination by the Agency that the union or fund has submitted appropriate documentation of such delinquency, the Agency will thereafter require the Contractor to submit cancelled checks or other equivalent proof of payment of benefit contributions with certified payroll reports for work covered by this PLA on which the Contractor is engaged.

The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

12. **Q.** 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.

13. **Q.** Who decides on the number of workers needed?
A. Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the determination as to the number of employees to be hired and the qualifications therefore and the promotion, transfer, and layoff of its employees. See PLA Article 6, Section 1.

14. **Q.** May a contractor discharge a union referral for lack of productivity?
A. Again, except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the right to discipline or discharge for just cause its employees. See PLA Article 6, Section 1.

15. **Q.** May a contractor assign a management person to site?

A. Yes. Managers are not subject to the provisions of the PLA, so there is no restriction on management and/or other non-trade personnel, as long as such personnel do not perform trade functions. See Article 3, Section 1.

16. **Q.** 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). The standard work week may be reduced to 35 or 37 ½ hours of work in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7 hour work day must be established at the commencement of the project and may not be altered by the Contractor.

17. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?
A. Yes, the PLA recognizes nine (9) common holidays, including Veterans Day. See PLA Article 12, Section 4.

18. **Q.** 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.

19. **Q.** 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 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.

20. **Q.** 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 trade's CBA.

21. **Q.** 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.

22. **Q.** 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.

23. **Q.** 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. The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See PLA Article 12, Section 6.

24. **Q.** Should a local collective bargaining agreement of a signatory union 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.

25. **Q.** 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.

26. **Q.** 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.

27. **Q.** 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.

28. **Q.** 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.

29. **Q.** Does the 2015 Renovation PLA contain special provisions for JOCS or task order based Contracts?

A. The PLA does not apply to Task Orders or Work Orders that do not exceed $10,000 issued under JOCS or Requirements Contracts otherwise subject to the PLA. See PLA Article 3, Section 1.

NYC Project Labor Agreements

CONTACT INFORMATION FOR LOCAL UNIONS (Updated May 2016)

BOILER MAKERS LOCAL NO. 5
24 Van Siclen Avenue
Floral Park, NY 11001
Phone: (516) 326-2500
Fax: (516) 326-3435
Business Manager: Steve Ludwigson

BLASTERS, DRILLRUNNERS & MINERS LOCAL NO. 29
43-12 Ditmars Blvd.
Astoria, NY, 11105
Phone: (718) 278-5800
Business Manager: Thomas Russo

BRICKLAYERS LOCAL NO. 1
4 Court Square #1
Long Island City, NY 11101
Phone: (718) 392-0525
Business Manager: Jeramiah Sullivan

CARPENTERS DISTRICT COUNCIL
395 Hudson Street, 9th Fl
New York, New York 10014
Phone: (212) 366-7500
Fax: (212) 675-3140
Business Manager: Joe Geiger
John Sheehy, D.C. Rep.

CEMENT MASONS NO. 780
150-50 14th Rd Suite 4
Whitestone, NY 11357
Phone: (718) 357-3750
Fax: (718) 357-2057
Business Manager: Gino Castingnoli

CONCRETE WORKERS
DISTRICT COUNCIL NO. 16
29-18 35th Avenue
Long Island City, NY 11106
Phone: (718) 392-5077
Fax: (718) 392-5087
Business Manager: Alex Castaldi

DERRICKMEN & RIGGERS LOCAL 197
35-53 24th Street
Long Island City, NY 11101
Phone: (718) 361-6534
Fax: (718) 361-6584
Business Manager: William Hayes
Billhayes197@yahoo.com

DRYWALL TAPERS 1974
265 West 14th Street
New York, NY 10011
Phone: (212) 242-8500
Fax: (212) 242-2356
Business Manager: Sal Marsala

ELECTRICAL LOCAL NO. 3
158-11 Harry Van Arsdale, Jr. Avenue
Flushing, NY 11365
Phone: (718) 591-4000
Fax: (718) 380-8998
Business Manager: Chris Erickson
Raymond Melville, Asst. Bus. Mgr.
Construction

ELEVATOR CONSTRUCTORS NO. 1
47-24 27th Avenue
Long Island City, NY 11101
Phone: (718) 767-7004
Fax: (718) 767-6730
Business Manager: Lenny Legotte
llegotte@localoneiuec.com

ENGINEERS LOCAL NO. 14
141-57 Northern Boulevard
Flushing, NY 11354
Phone: (718) 939-0600
Fax: (718) 939-3131
Business Manager: Edwin Christian

ENGINEERS NO. 15, 15A, 15B, 15C, 15D
44-40 11th Street
Long Island City, NY 11101
Phone: (212) 929-5327
Business Manager: Tom Callahan

ENGINEERS NO. 30
16-16 Whitestone Expressway
Whitestone, NY 11357
Phone: (718) 847-8484
Fax: (718) 850-0524
Business Manager: William Lynn

ENGINEERS No. 94
331-337 West 44th Street
New York, NY 10036
Phone: (212) 245-7040
Fax: (212) 245-7886
Business Manager: Kuba Brown
kubabrown@local94.com

GLAZIERS NO. 1087
45 West 14th Street
New York, NY 10011
Phone: (212) 924-5200
Fax: (212) 255-1151
Business Manager: Steve Birmingham

HEAT & FROST INSULATORS AND ALLIED WORKERS LOCAL UNION NO. 12
35-53 24th Street
Long Island City, NY 11101
Phone: (718) 784-3456
Fax: (718) 784-8357
Business Manager: Matty Aracich
matty@insulatorslocal12.com

HEAT & FROST INSULATORS LOCAL UNION NO. 12A
1536 127th Street
College Point, NY 11356
Phone: (718) 886-7226
Business Manager: Jaime Soto

IRON WORKERS DISTRICT COUNCIL
22 West 46th Street
New York, NY 10036
Phone: (212) 302-1868
Business Manager: James Mahoney
jmahoney@iwintl.org

IRON WORKERS NO. 40 (Manhattan, The Bronx & Staten Island)
451 Park Avenue South
New York, NY 10016
Phone: (212) 889-1320
Fax: (212) 779-3267
Business Manager: Bob Walsh

IRON WORKERS NO. 361 (Brooklyn & Queens)
89-19 97th Avenue
Ozone Park, NY 11416
Phone: (718) 322-1016/17
Fax: (718) 322-1053
Business Manager: Matthew Chartrand

LABORERS LOCAL NO. 78
ASBESTOS & LEAD ABATEMENT
30 Cliff Street
New York, New York 10038
Phone: (212) 227-4803
Fax: (212) 406-1800
Business Manager: Edison Severino

LABORERS, CONSTRUCTION AND
GENERAL BUILDING NO. 79
520 8th Avenue
New York, NY 10018
Phone: (212) 465-7900
Fax: (212- 465-7903
Business Manager: Michael Prohaska

LABORERS NO. 731
34-11 35th Avenue
Astoria, NY 11106
(718) 706-0720
Business Manager: Joseph D'Amato

LATHERS METAL
LOCAL NO. 46
1322 Third Avenue
New York, NY 10021
Phone: (212) 737-0500
Fax: (212) 249-1226
Business Manager: Terrance Moore

MASON TENDERS DIST. COUNCIL
520 8th Avenue
New York, NY 10018
Phone: (212) 452-9400
Fax: (212) 452-9499
Business Manager: Robert Bonanza

METAL POLISHERS
LOCAL UNION NO. 8A-28A
36-18 33rd Street 2nd Fl.
Long Island City, NY 11106
Phone: (718) 361-1770
Fax: (718) 361-1934
Business Manager: Hector Lopez

MILLWRIGHT AND MACHINERY
ERECTORS LOCAL NO. 740
89-07 Atlantic Avenue
Woodhaven, NY 11412
Phone: (718) 849-3636
Fax: (718) 849-0070
Business Manager: Joseph Geiger

ORNAMENTAL IRON WORKERS
NO. 580
501 West 42nd Street
New York, NY 10036
Phone: (212) 594-1662
Fax: (212) 564-2748
Business Manager: Pete Myers

PAINTERS DISTRICT
COUNCIL NO. 9
45 West 14th Street
New York, NY 10011
Phone: (212) 255-2950
Fax: (212) 255-1151
Business Manager: Joseph Azzopardi

PAINTERS STRUCTURAL STEEL
NO. 806
40 West 27th Street
New York, New York 10001
Phone: (212) 447-1838/0149
Fax: (212) 545-8386
Business Manager: Angelo Serse

PAVERS & ROAD BUILDERS
DISTRICT COUNCIL NO. 1
136-25 37th Avenue, Suite 502
Flushing, NY 11354
Phone: (718) 886-3310
Business Manager: Keith Lozcalzo

PLASTERS LOCAL UNION NO. 262
2241 Conner Street
Bronx, NY 10466
Phone: (718) 547-5440
Fax: (718) 547-5435
Business Manager: Michael Hubler

PLUMBERS NO. 1
158-29 Cross Bay Boulevard
Howard Beach, NY 11414
Phone: (718) 738-7500
Fax: (718) 835-0896
Business Manager: John Murphy

PRIVATE SANITATION
LOCAL NO. 813
45-18 Court Square, Suite 600
Long Island City, NY 11101
Phone: (718) 937-7010 ext. 244
Fax: (718) 937-7003
Business Manager: Sean Campbell

ROOFERS & WATERPROOFERS NO. 8
12-11 43rd Avenue
Long Island City, NY 11101
Phone: (718) 361-1169
Fax (718) 361-8330
Business Manager: Nick Siciliano

SHEET METAL WORKERS
LOCAL NO. 28
MANHATTAN OFFICE
500 Greenwich Street
New York, NY 10013
Phone: (212) 941-7700
Fax: (212) 226-0304
Business Manager: Kevin Connors

SHEET METAL WORKERS
LOCAL 137
21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 937-4514
Fax: (718) 937-4113
Business Manager: Dante Dano

STEAMFITTERS LOCAL UNION
NO. 638
32-32 48th Avenue
Long Island City, NY 11101
Phone: (718) 392-3420
Fax: (718) 784-7285
Business Manager: Bob Bartels

TEAMSTERS LOCAL UNION 282
2500 Marcus Avenue
Lake Success, NY 11042
Phone: (516) 488-2822
Fax: (516) 488-4895
Business Manager: Tom Gesauldi

TEAMSTERS LOCAL UNION 814
21-42 44th Drive
Long Island City, NY 11101
Phone: (718) 609-6407
Fax: (718) 361-9610
Business Manager: Jason Ide

TILE, MARBLE & TERRAZO B.A.C.
LOCAL UNION 7
45-34 Court Square
Long Island City, NY 11101
Phone: (718) 786-7648
Fax: (718) 472-2370
Business Manager: Tom Lane

TIMBERMEN & DOCKBUILDERS LOCAL 1556
395 Hudson Street
New York, NY 10014
Phone: (212) 242-1320
Business Manager: Joseph Geiger

PROJECT LABOR AGREEMENT

COVERING SPECIFIED

RENOVATION & REHABILITATION OF CITY OWNED BUILDINGS AND STRUCTURES

2015 - 2018

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) 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 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 Correction (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 ["BCTC" or "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 will be performed under the terms and conditions set out in the Schedule A agreements of Operating Engineers Locals 14 and 15. The Collective Bargaining Agreements of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule A list of Agreements, shall be deemed the Schedule A Collective Bargaining Agreements ("Schedule A CBA") under this Agreement. Where association and independent Collective Bargaining Agreements for a particular type of construction work are both set forth in Schedule A, association members shall treat the applicable association agreement as the Schedule A CBA and independent contractors shall treat the applicable independent agreement as the Schedule A CBA. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule A Collective Bargaining Agreement, 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 December 31, 2018. 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, except where the City specifically applies this Project Labor Agreement to such work in its bid documents, 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 December 31, 2018;

2. Contracts procured on an emergency basis;

3. Contracts that do not exceed $250,000;

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;

8. Contracts for installation of information technology that are not otherwise Program Work;

9. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed $10,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work

Orders; and

10. Contracts that do not exceed $1 Million that are awarded pursuant to prequalified lists (PQLs) established by City agencies where entry on to the PQL is restricted to MWBEs, or a combination of MWBEs together with joint ventures which include at least one MWBE, or contractors who agree to subcontract at least 50% of the contract to MWBEs.

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 December 31, 2018, 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 forth in 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 (2^{nd}), fourth (4^{th}), sixth (6^{th}), and eighth (8^{th}) 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, FEMALE, LOCAL AND SECTION 3 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.

In the event that the City or a City agency determines to adopt local workforce participation goals to be set forth in an Agency's (or, if applicable Construction Manager's) bid specifications, the City and BCTC will work together to seek agreement on appropriate goals to be set forth in applicable bid documents and to be subject to the provisions of this section.

For any Program Work that may become subject to requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions will acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to negotiate a method to implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager and Contractor may also fulfill its Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-Program Work.

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.

SECTION 8. ON CALL REPAIR REFERRALS

A. When an Agency awards a contract that requires the Contractor to have employees available on short notice to make time sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by the Agency ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the appropriate affiliated Union that it has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the Contractor with the name and twenty four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair contractor. Such list shall be provided to and in the possession of the designated on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a contractor's request for referrals within a reasonable time of the request so that compliance with the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will e-mail the agency within 72 hours and the agency will forward that e-mail to the designated Labor Management Committee contacts.

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 during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

SECTION 2. STEWARDS

A. Each Affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor 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 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. 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. Grievances shall include the City contract number and the Program Work address; such information is posted at the Program Work Site if already commenced, and is available in the City Record and Notice to Proceed for projects not already commenced.

Grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the Labor Management Committee (LMC) in the first instance rather than Step 1 below. To be timely, such notice must be given no later than ten days prior to a bid opening if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. For other grievances as to contractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

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:

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

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 the BCTC. In the event the matter is not resolved at Step 2, either J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. 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, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, 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 the applicable Collective Bargaining Agreements 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. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate employees pursuant to Article 4, Section 2 (B) and (C) ("core" employees) that are not signatory to a Schedule A Agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the Labor Law, may

satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule A benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(l) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor's alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) core employees, the Local Unions have no duty to enforce the Contractor's obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter

of Assent, satisfy its obligations for all employees, including core employees, by contributing to the Schedule A benefit plans in accordance with the terms of the Schedule A Agreements.

C. 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.

D. 1. 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.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage

law and the PLA with respect to the payment of fringe benefits, and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. 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 that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule A agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the

Delinquent Contractor and union or employee 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.

F. 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. The standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday to Friday, 7 or 7 ½ hours per day, plus ½ hour unpaid lunch period in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7 hour work day must be established at the commencement of the project and may not be altered by the Contractor.

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 — Except as provided above, 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 (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) or seven and one half (7 ½) hours where such hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, section 1(A). Overtime shall be paid 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 the employee's regularly scheduled work week, i.e., 40 hours in the week or thirty five (35) or thirty seven and one half (37 ½) pursuant to Article 12, section 1(A). 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 nine (9) recognized holidays on the Project:

New Year's Day	
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Labor 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. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The contractor shall make every effort to

notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

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 a full day's pay in accordance with the employee's regularly scheduled work day under Article 12, section (1)(A). 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, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services 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 services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s). There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component 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 that are the basis for the Schedule A notify the Agency and Construction Manager in writing of the 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 New York City 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 Program 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: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY:
Anthony Shorris
First Deputy Mayor

APPROVED AS TO FORM:

_____
ACTING CORPORATION COUNSEL
NEW YORK CITY

NYC AGENCY RENOVATION & REHAB OF CITY OWNED BUILDINGS/STRUCTURES PLA

LIST OF SIGNATORY UNIONS
Boiler Makers Local No. 5
Carpenters District Council
Cement Masons No. 780
Concrete Workers, District Council No. 16
Derrickmen and Riggers, Local Union No. 197
Drywall Tapers 1974, District Council 9
Electrical Workers Local No. 3
Glaziers Local Union No. 1087 District Council 9
Heat & Frost Insulators, Local Union No. 12A
Heat & Frost Insulators, Local Union No. 12
Iron Workers District Council
Iron Workers Local Union No. 40
Iron Workers Local No. 361
Laborers Local No. 78, Asbestos & Lead Abatement
Laborers Local 1010 Pavers and Road Builders District Council
Laborers 79 Construction and General Building Laborers
Laborers Local No. 731 Excavators
Mason Tenders District Council
Metal Lathers Local No. 46
Metal Polishers District Council 9
Ornamental Iron Workers Local No. 580
Painters District Council 9
Plumbers Local No. 1
Painters, Decorators & Wallcoverers District Council 9
Painters Structural Steel No. 806
Plasterers Local Union No. 262
Roofers & Waterproofers Local 8
Steamfitters Local Union No. 638
Sheet Metal Workers Local No. 28
Sheet Metal Workers Local No. 137
Teamsters Local Union No. 282
Teamsters Local Union 814
Teamsters Local No. 813 Private Sanitation
Tile, Marble & Terrazzo B.A.C. Local Union No. 7
Elevator Constructors Union Local No. 1

SCHEDULE "A"

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent

Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A, Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A, Local 18A and Local 20)	Independent

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association

United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association
International Union of Operating Engineers Local 14-14B	Building Contractors Association
International Union of Operating Engineers Local 14-14B	Contractors Association of Greater NY
International Union of Operating Engineers Local 14-14B	GCA
International Union of Operating Engineers Local 14-14B	The Cement League
International Union of Operating Engineers Local 14-14B	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 14-14B	Brick Association
International Union of Operating Engineers Local 14-14B	Independent
International Union of Operating Engineers Local 15	Allied Building Metal Industries, Inc.
International Union of Operating Engineers Local 15-15A	General Contractors Association
International Union of Operating Engineers Local 15D	General Contractors Association
International Union of Operating Engineers Local 15D	Structural Steel Erectors

International Union of Operating Engineers Local 15-15A	Building Contractors Association
International Union of Operating Engineers Local 15D	Building Contractors Association
International Union of Operating Engineers Local 15-15A	Contractors Association of Greater NY
International Union of Operating Engineers Local 15D	Contractors Association of Greater NY
International Union of Operating Engineers Local 15-15A	The Cement League
International Union of Operating Engineers Local 15D	The Cement League

ADDITIONAL PARTICIPATING UNIONS

Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers

ADDITIONAL PARTICIPATING UNION SCHEDULE A

Union	Current Agreement with:
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Associated Brick Masons Contractors
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Restoration Contractors Association
Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Building Contractors Association
The Stone Setters of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent
The Plasterers of Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers	Independent

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; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures 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.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

NYC AGENCY RENOVATION & REHAB CITY OWNED BUILDINGS/STRUCTURES PLA

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 _____,

_____
Notary Public

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL 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.

BUILDSAFENYC

Codes of Conduct

BuildSafeNYC establishes that all BTEA member companies and BCTC member unions establish minimum safety standards on all building construction projects in NYC as follows:

1. The workforce shall adhere to the minimum personal protective equipment (PPE) usage to include:
   a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
   b. Construction-type Work Boots at all times
   c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
   d. ANSI compliant Eye Protection in their possession and used as needed (supplied by employer)
   e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
   f. High-vis traffic vests at street level and when around heavy equipment (supplied by employer)

2. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor / management team will periodically assess project wide implementation of these Codes.

3. CM firms shall maintain minimum standards for workforce restroom, hygiene facilities and housekeeping, initially and throughout the duration of the project.

4. All personnel shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.

5. All personnel shall attend a site safety orientation prior to beginning work. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified.

6. No cell phones, portable media devices, radios or other devices that limit hearing and attention shall be used while working on sites.

7. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.

8. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.

9. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.

10. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.

11. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.

12. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.

With Full Support and Endorsement of:

Louis J. Coletti, President & CEO
Building Trades Employers Association
BTEANYC The Voice of Construction

Edward J. Malloy, President
Building and Construction Trades Council

Construction Management Firms

Trade Unions

CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

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

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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); 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 16 NYCRR Part 753
- Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- Manual on Uniform Traffic Control Devices (MUTCD)
- Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. 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 QA&CS 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 QA&CS within the Division of Program Management/ Safety & Site 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").

Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

Director - Quality Assurance and Construction Safety (QA&CS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.
A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

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 Construction Management firm, 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 Manager: For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

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 procedures 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.

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

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. DDC or CM Resident Engineer / Construction Project 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 meetings and daily safety job briefings.
- 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 and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.
- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's 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 contractor's 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 unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date 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.

- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) 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.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (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 Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.
- 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 or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address 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 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 company workers' compensation experience modification rating and OSHA Incident 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 information within 15 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 (3) years; and
Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
Criteria 6: OSHA violation history for the last three (3) years;
Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) 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 details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, 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 standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures 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.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades

- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders
- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

Site Safety Plan: The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor's organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.

- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.
- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.
The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM 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 QA&CS 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 Project 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 have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS 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 – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and 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 within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.

F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including accident/incident history and DDC safety 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 may 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.

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). 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 if there are any discrepancies between this notice and the Standard Construction Contract.

<u>Significant changes include the following</u>:

- **ARTICLE 11 - DAMAGES CAUSED BY DELAYS:** Article 11 no longer provides for agencies to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.

- **ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS:** The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.

- **ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK:** The March 2017 version clarifies Article 14.2.2 concerning the dates to complete punch list work.

- **ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS:** The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay damages, extra work, and other claims and the requirements that are set forth in Articles 11 and 27.

- **ARTICLE 56 - CLAIMS AND ACTIONS THEREON:** The March 2017 version revises Article 56.2.2 concerning the time to commence an action arising out of the Commissioner's exercise of his/her right to complete punch list or unsatisfactory work.

- **ARTICLE 78 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS:** The March 2017 version adds a new Article 78 requiring pre-bid viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

Please discontinue use of this notice after September 30, 2017

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

TABLE OF CONTENTS

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 fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, 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. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the 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 for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

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 both 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 progress 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** to the extent required by the **Contract**, 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 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards 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** if the **Work** will be or 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, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

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 that would be generally recognized by a reasonably prudent contractor 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 act 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 estimated amount of additional compensation sought and a breakdown of that amount into categories as described 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 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

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 11.7.1.8, and an additional overhead of 5% 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, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, 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 except those included in Article 11.7.1;

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 Any claims for delay 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 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

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 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** or **Resident Engineer**, as applicable, 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/Resident 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/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident 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** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. 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/Resident 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/Resident 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/Resident 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/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident 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/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **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/Resident 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/Resident 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/Resident 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/Resident 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/Resident 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** or **Resident Engineer**, as applicable, 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/Resident 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.

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

[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.

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 require 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, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. 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 thereunder; (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 Insurance Broker or Agent" 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.

26.1.1For 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 to the extent additional damages are being incurred for the same condition, 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. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

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.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

iii. closure of such employee's place of business by order of a public official due to a public health emergency; or

iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

- 35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS-Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

  35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

  35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

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 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. 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 as shown in Schedule A.

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 shown in Schedule A, 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 or 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. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 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 and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards 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 or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

ARTICLE 79. 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: CDE Air Conditioning Co.

By: _____
(Member of Firm or Officer of Corporation)

Title: PRES

(Where Contractor is a Corporation, add):
Attest:

_____
Secretary

(Seal)

_____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 15 day of AUGUST before me personally came JOSEPH AZHARI to me known who, being by me duly sworn did depose and say that he resides at 215 HOWARD AVE S.I that he is the PRES. 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.

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified In Queens County
Commission Expires Nov. 28, 2021

Notary Public or Commissioner of Deeds

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 or Commissioner of Deeds

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 or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 15th day of August 2018, before me personally came Thomas Foley 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 acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified in Queens County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX DATED
BUDGET DIRECTOR'S CERTIFICATE NO. DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of 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

One million seven hundred fifty-eight thousand five hundred thirty-three dollars

Dollars ($ 1,758,533.00)

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

Performance Bond #1 (Pages 100 to 103): 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;

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

Performance Bond #1 (Pages 100 to 103): 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 Number: 015202390

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, C.D.E. Air Conditioning Co., Inc.

321 39th Street, Brooklyn, New York 11232

hereinafter referred to as the "Principal,"
and, Liberty Mutual Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116

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 One Million Seven Hundred Fifty-Eight Thousand Five Hundred Thirty-Three and 00/100----------

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($ 1,758,533.00) 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: LNCA1167S; E-PIN: 85018B0039001; DDC PIN: 8502018LN0011C

67th Street Branch Library HVAC and Roof Upgrade - Borough of Manhattan

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, 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

<u>Performance Bond #1 (Pages 100 to 103)</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.

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.

Performance Bond #1 (Pages 100 to 103): 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

3rd day of August, 20 18.

(Seal)

C.D.E. Air Conditioning Co., Inc. (L.S.)
Principal

By: _____
Joseph E. Azara, President

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____
Theresa J Foley, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate $8.34 per thousand SCALE.

Bond Premium Cost $11,520.00.

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 100 to 103): 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.m.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Kings ss:

On this 3rd day of August, 20 18 before me personally came Joseph F. Azara,
to me known, who, being by me duly sworn did depose and say that he/she resides at 215 Howard Avenue Staten Island, NY 10301; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her 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.

ROBERT J. AYOUB
NOTARY PUBLIC STATE OF NEW YORK
NO. 01AY4893555
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES MAY 11, 2019

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 dispose 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.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this 3rd day of **August, 2018**, before me personally came **Theresa J Foley** to me known, who, being by me duly sworn, did depose and say; that she is the Attorney-in-Fact of **Liberty Mutual Insurance Company,** the corporation described in which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that she signed her name thereto by the authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that she signed said Instrument as an Attorney-in-Fact of said company by like authority.

Notary Public

SHARLINE R. ROGERS
NOTARY PUBLIC, State of New York
No. 01RO6204400
Qualified in Queens County
Commission Expires April 20, 2021

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7702128

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Frankie Grella; Kevin T. Walsh; Michael Marino; Theresa J. Foley

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 03 2018, 20_____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets

Cash and Bank Deposits	$370,003,299
*Bonds — U.S Government	1,331,664,975
*Other Bonds	11,127,053,004
*Stocks	16,367,850,688
Real Estate	272,895,626
Agents' Balances or Uncollected Premiums	5,258,657,823
Accrued Interest and Rents	100,341,596
Other Admitted Assets	11,192,287,530
Total Admitted Assets	**$46,020,754,541**

Liabilities

Unearned Premiums		$7,503,154,587
Reserve for Claims and Claims Expense		19,658,731,454
Funds Held Under Reinsurance Treaties		224,693,828
Reserve for Dividends to Policyholders		967,520
Additional Statutory Reserve		52,491,027
Reserve for Commissions, Taxes and Other Liabilities		4,049,392,852
Total		**$31,489,431,268**
Special Surplus Funds	$176,230,822	
Capital Stock	10,000,000	
Paid in Surplus	9,484,316,385	
Unassigned Surplus	4,860,776,066	
Surplus to Policyholders		**14,531,323,273**
Total Liabilities and Surplus		**$46,020,754,541**

LIBERTY MUTUAL INSURANCE INCORPORATED 1912 MASSACHUSETTS COMPANY

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

T A Mikolajewski

Assistant Secretary

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

Bond No. 015202390 PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

C.D.E. Air Conditioning Co., Inc.

321 39th Street, Brooklyn, New York 11232

hereinafter referred to as the "Principal", and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116

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

One Million Seven Hundred Fifty-Eight Thousand Five Hundred Thirty-Three and 00/100----------

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($ 1,758,533.00) 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: LNCA1167S; E-PIN: 85018B0039001; DDC PIN: 8502018LN0011C

67th Street Branch Library HVAC and Roof Upgrade - Borough of Manhattan

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

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

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 place 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.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this **3rd** day of **August, 2018**, before me personally came **Theresa J Foley** to me known, who, being by me duly sworn, did depose and say; that she is the Attorney-in-Fact of **Liberty Mutual Insurance Company,** the corporation described in which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that she signed her name thereto by the authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that she signed said Instrument as an Attorney-in-Fact of said company by like authority.

Notary Public

SHARLINE R. ROGERS
NOTARY PUBLIC, State of New York
No. 01RO6204400
Qualified in Queens County
Commission Expires April 20, 2021

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7702129

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frankie Grella; Kevin T. Walsh; Michael Marino; Theresa J. Foley

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 03 2018, 20_____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets

Cash and Bank Deposits	$370,003,299
*Bonds — U.S Government	1,331,664,975
*Other Bonds	11,127,053,004
*Stocks	16,367,850,688
Real Estate	272,895,626
Agents' Balances or Uncollected Premiums	5,258,657,823
Accrued Interest and Rents	100,341,596
Other Admitted Assets	11,192,287,530
Total Admitted Assets	**$46,020,754,541**

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Unearned Premiums		$7,503,154,587
Reserve for Claims and Claims Expense		19,658,731,454
Funds Held Under Reinsurance Treaties		224,693,828
Reserve for Dividends to Policyholders		967,520
Additional Statutory Reserve		52,491,027
Reserve for Commissions, Taxes and Other Liabilities		4,049,392,852
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Capital Stock	10,000,000	
Paid in Surplus	9,484,316,385	
Unassigned Surplus	4,860,776,066	
Surplus to Policyholders		**14,531,323,273**
Total Liabilities and Surplus		**$46,020,754,541**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

T A Mikolajewski

Assistant Secretary

Client#: 484097 CDEAIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	CONTACT NAME: PHONE (A/C, No, Ext): 914 459-6200 FAX (A/C, No): 610 537-4220 E-MAIL ADDRESS:
INSURED C.D.E. Air Conditioning Co., Inc. 321 39th St. Brooklyn, NY 11232	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Harleysville Insurance Company — 23582 INSURER B : Harleysville Worcester Ins Co — 26182 INSURER C : Philadelphia Indemnity Insurance Co. — 18058 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			MPA00000014937S	12/01/2017	12/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Drive Oth Car			BA00000014936S	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CMB00000016422S	12/01/2017	12/01/2018	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Excess Liabi			PHUB518720	12/01/2017	12/01/2018	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #LNCA1167S, 67th Street Branch Library HVAC and Roof Upgrade-borough Of Manhattan.
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of New York, including its officials and employees; all person(s) or organization(s), if any, that Article 21.1.1(b) of the Contract requires to be named as Additional Insured(s); the New York Public Library, Astor, Lenox and Tilden Foundations and its Trustees, officers,
(See Attached Descriptions)

CERTIFICATE HOLDER

NYC Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ulle Scott

RXOCM

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

USI Insurance Services LLC
[Name of broker or agent (typewritten)]

333 Westchester Avenue, Suite 102
White Plains, NY 10604
[Address of broker or agent (typewritten)]

VictoriaL.Murphy@usi.com
[Email address of Authorized Broker or agent(typewritten)]

(914) 459-6200/ (610) 537-4220
[Phone Number/Fax Number of broker (typewritten)]

[Signature of ~~Authorized Official or~~ Broker]

Victoria Murphy, Account Manager
[Name and title of authorized official (typewritten)]

State of New York

County of Westchester

Sworn to before me this 14th day of August 2018

NOTARY PUBLIC For The State Of New York

MARNIE GINSBURG
Notary Public, State of New York
No. 01GI6196136
Qualified in Westchester County
Commission Expires 11/03/20

NYSIF **New York State Insurance Fund**

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112217107

C. D. E. AIR-CONDITIONING CO.,INC.
321 39TH STREET
BROOKLYN NY 11232

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
C. D. E. AIR-CONDITIONING CO.,INC. 321 39TH STREET BROOKLYN NY 11232	NYC DEPARTMENT OF DESIGN AND CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY NY 11101

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 1101 202-8	594091	05/01/2018 TO 05/01/2019	04/12/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1101 202-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 392370696

00000000000057738577

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

CDE AIR CONDITIONING CO., INC.
321 323 39TH ST
BROOKLYN, NY 11232

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

718-788-1040

1c. Federal Employer Identification Number of Insured or Social Security Number

112217107

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

NYC Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

0DB099080

3c Policy effective period

10-01-2017 to 09-30-2018

4. Policy provides the following benefits:

- [x] **A. Both disability and paid family leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid family leave benefits only.**

5. Policy covers:

- [x] **A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.**
- [ ] **B. Only the following class or classes of employer's employees:**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 08-03-2018 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

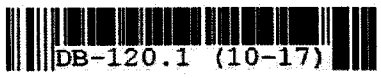
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



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Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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.

TABLE OF CONTENTS

ASBESTOS HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

(Local #78)

BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.84
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: $31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $32.57
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: $33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.29
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: $34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.03
Effective 1/1/2018- Supplemental Benefit Rate Per Hour: $36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.76
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: $38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.51
Effective 1/1/2018 - Supplemental Benefit Rate Per Hour: $40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $41.22
Effective 1/1/2018- Supplemental Benefit Rate Per Hour: $41.84

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.80

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.03

Carpenter (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.34
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.03

Carpenter (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.34
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.03

Carpenter (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.34
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.03

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $16.86
Supplemental Benefit Rate per Hour: $16.20

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $23.16
Supplemental Benefit Rate per Hour: $16.33

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $29.61

Supplemental Benefit Rate per Hour: $16.46

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.07
Supplemental Benefit Rate per Hour: $16.61

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
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 (First 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: $16.96
Supplemental Benefit Rate Per Hour: $11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: $22.08
Supplemental Benefit Rate Per Hour: $16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: $27.20
Supplemental Benefit Rate Per Hour: $17.33

(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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.03

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.03

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.03

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.03

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $12.37
Overtime Supplemental Rate Per Hour: $13.29

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $12.63
Overtime Supplemental Rate Per Hour: $13.58

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $15.00
Supplemental Benefit Rate per Hour: $12.88
Overtime Supplemental Rate Per Hour: $13.87

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $13.14
Overtime Supplemental Rate Per Hour: $14.16

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $13.39
Overtime Supplemental Rate Per Hour: $14.44

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $13.64
Overtime Supplemental Rate Per Hour: $14.73

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $13.90

Overtime Supplemental Rate Per Hour: $15.02

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $14.15
Overtime Supplemental Rate Per Hour: $15.31

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $14.41
Overtime Supplemental Rate Per Hour: $15.59

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $14.66
Overtime Supplemental Rate Per Hour: $15.88

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $14.92
Overtime Supplemental Rate Per Hour: $16.17

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $15.17
Overtime Supplemental Rate Per Hour: $16.45

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $15.43
Overtime Supplemental Rate Per Hour: $16.74

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $15.68
Overtime Supplemental Rate Per Hour: $17.03

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $16.44
Overtime Supplemental Rate Per Hour: $17.89

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $16.70
Overtime Supplemental Rate Per Hour: $18.18

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $19.80
Overtime Supplemental Rate Per Hour: $21.30

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $24.50
Supplemental Benefit Rate per Hour: $20.30
Overtime Supplemental Rate Per Hour: $21.84

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $22.10
Overtime Supplemental Rate Per Hour: $23.89

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $29.00
Supplemental Benefit Rate per Hour: $22.65
Overtime Supplemental Rate Per Hour: $24.47

Overtime Description
Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $29.88

Effective Period: 3/17/2018 - 6/30/2018

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.35

Elevator (Constructor) - Second Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $30.31

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $31.80

Elevator (Constructor) - Third Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $31.19

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $32.70

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $32.07

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $33.60

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $29.80

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: $31.28

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $30.23

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.72

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.09

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $32.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2017 - 3/16/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.95

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.49

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $24.77
Supplemental Benefit Rate per Hour: $24.62

Engineer - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $30.97
Supplemental Benefit Rate per Hour: $24.62

Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $34.06
Supplemental Benefit Rate per Hour: $24.62

Engineer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.16
Supplemental Benefit Rate per Hour: $24.62

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $20.85

Operating Engineer - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $20.85

Operating Engineer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $20.85

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $31.14

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $15.26

Glazier (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: $25.36

Glazier (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $28.62

Glazier (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $34.67

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $21.17
Supplemental Benefit Rate per Hour: $18.54

House Wrecker - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $22.32
Supplemental Benefit Rate per Hour: $18.54

House Wrecker - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $23.97
Supplemental Benefit Rate per Hour: $18.54

House Wrecker - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.53
Supplemental Benefit Rate per Hour: $18.54

(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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $39.40

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $40.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $41.83

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $44.27

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $46.70

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.12
Supplemental Benefit Rate per Hour: $50.22

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.72
Supplemental Benefit Rate per Hour: $50.22

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $27.32

Supplemental Benefit Rate per Hour: $50.22

(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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.65

Mason Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $19.65

Mason Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.70

Mason Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.70

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.38
Supplemental Benefit Rate per Hour: $10.96

Metallic Lather (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $32.38
Supplemental Benefit Rate per Hour: $12.96

Metallic Lather (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $35.38
Supplemental Benefit Rate per Hour: $17.12

Metallic Lather (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.38
Supplemental Benefit Rate per Hour: $17.92

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.33
Supplemental Benefit Rate per Hour: $34.28

Millwright (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.48
Supplemental Benefit Rate per Hour: $37.88

Millwright (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $38.63
Supplemental Benefit Rate per Hour: $42.13

Millwright (Fourth Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $48.93
Supplemental Benefit Rate per Hour: $48.69

(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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $27.86
Supplemental Benefit Rate per Hour: $19.25

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $29.50
Supplemental Benefit Rate per Hour: $19.25

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $13.42

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $17.43

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $20.50

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $34.00
Supplemental Benefit Rate per Hour: $26.20

(District Council of Painters)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $11.75
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $13.00
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $15.75
Supplemental Benefit Rate per Hour: $5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $13.59

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $14.07

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $16.04

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $17.12

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $19.29

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $20.37

(Local #530)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.65

Plasterer Tender - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $22.54

Supplemental Benefit Rate per Hour: $19.65

Plasterer Tender - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.70

Plasterer Tender - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.70

(Local #79)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $16.28
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $19.28
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.35
Supplemental Benefit Rate per Hour: $17.10

Plumber - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.45
Supplemental Benefit Rate per Hour: $17.10

Plumber - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $31.30
Supplemental Benefit Rate per Hour: $17.10

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $32.70
Supplemental Benefit Rate per Hour: $17.10

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.77
Supplemental Benefit Rate per Hour: $17.10

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.89
Supplemental Benefit Rate per Hour: $13.64

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.97
Supplemental Benefit Rate per Hour: $18.15

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $34.12
Supplemental Benefit Rate per Hour: $20.90

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.33
Supplemental Benefit Rate per Hour: $21.60

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.35

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $23.54

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.70

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $29.11

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $33.96

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $36.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $38.15

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $14.72

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $16.71

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $18.68

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $20.68

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.72

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $30.57

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $33.31

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $35.83

Sign Erector - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $38.32

Sign Erector - Sixth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $40.81

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2017 - 6/30/2018
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: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $32.79

Timberperson - Second Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $32.79

Timberperson - Third Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $32.79

Timberperson - Fourth Year

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $32.79

(Local #1536)

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) 669-4443. 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 651, 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 fringe 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 fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for <u>each hour worked</u> unless otherwise noted in the classification.

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $36.00
Supplemental Benefit Rate per Hour: $16.45

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.27
Supplemental Benefit Rate per Hour: $47.99

Blaster (Hydraulic)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $47.15
Supplemental Benefit Rate per Hour: $47.99

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.29
Supplemental Benefit Rate per Hour: $47.99

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $40.46
Supplemental Benefit Rate per Hour: $47.99

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $39.34
Supplemental Benefit Rate per Hour: $47.99

Blaster - Powder Carriers

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $35.17
Supplemental Benefit Rate per Hour: $47.99

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.81
Supplemental Benefit Rate per Hour: $47.99

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $47.99

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $18.22
Supplemental Benefit Rate per Hour: $47.99

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 two hours of overtime Monday through Friday, the first ten hours, the first ten hours of work on Saturday and for Make-up Time. Double time for all hours over ten Monday through Saturday (except make-up hours) and for all hours worked on Sunday and Holidays.

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
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: 7/1/2017 - 12/31/2017
Wage Rate per Hour: $55.23
Supplemental Benefit Rate per Hour: $42.96
Supplemental Note: For time and one half overtime - $63.82 For double overtime - $84.68

Effective Period: 1/1/2018 - 6/30/2018
Wage Rate per Hour: $57.17
Supplemental Benefit Rate per Hour: $43.62
Supplemental Note: For time and one half overtime - $64.81 For double overtime - $86.00

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $55.10

Supplemental Benefit Rate per Hour: $31.20

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
President'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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $46.28

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.63
Supplemental Benefit Rate per Hour: $49.66

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)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $50.78
Supplemental Benefit Rate per Hour: $41.49

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $39.07
Supplemental Benefit Rate per Hour: $16.65

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
Time and one half 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
None

Shift Rates
The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **$50.50**
Supplemental Benefit Rate per Hour: **$39.46**

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
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)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.48
Supplemental Benefit Rate per Hour: $26.00
Supplemental Note: $29.50 on Saturdays; $33.00 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $18.00
Supplemental Note: $19.50 on Saturdays; $21.00 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.62
Supplemental Benefit Rate per Hour: $38.96
Supplemental Note: For time and one half overtime - $48.21; For double overtime - $57.46

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) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $38.82
Supplemental Benefit Rate per Hour: $24.66

Core Driller Helper

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $30.96
Supplemental Benefit Rate per Hour: $24.66

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $27.86
Supplemental Benefit Rate per Hour: $24.66

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $24.77
Supplemental Benefit Rate per Hour: $24.66

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $21.67
Supplemental Benefit Rate per Hour: $24.66

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.86
Supplemental Benefit Rate per Hour: $51.40
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $40.29
Supplemental Benefit Rate per Hour: $39.23

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $66.66
Supplemental Benefit Rate per Hour: $49.66

Diver Tender (Marine)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.34
Supplemental Benefit Rate per Hour: $49.66

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.63
Supplemental Benefit Rate per Hour: $49.66

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.18
Supplemental Benefit Rate per Hour: $44.79
Supplemental Note: Over 40 hours worked: at time and one half rate - $19.94; at double time rate - $26.58

Driver - Tractor Trailer

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.22
Supplemental Benefit Rate per Hour: $45.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $17.55; at double time rate - $23.40

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $45.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $17.55 at double time rate - $23.40

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

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $42.12
Supplemental Note: Over 40 hours worked: time and one half rate $15.99, double time rate $21.33

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 / Day Shift)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $54.35

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $55.72

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $84.00
Supplemental Benefit Rate per Hour: $57.86

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $84.00
Supplemental Benefit Rate per Hour: $59.23

Electrician "A" (Swing Shift)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $65.71
Supplemental Benefit Rate per Hour: $61.94

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $65.71
Supplemental Benefit Rate per Hour: $63.52

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2017 - 5/9/2018

Wage Rate per Hour: $98.57
Supplemental Benefit Rate per Hour: $66.05

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $98.57
Supplemental Benefit Rate per Hour: $67.64

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $73.60
Supplemental Benefit Rate per Hour: $68.33

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $73.60
Supplemental Benefit Rate per Hour: $70.09

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $110.40
Supplemental Benefit Rate per Hour: $72.95

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $110.40
Supplemental Benefit Rate per Hour: $74.70

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 $25.67 and effective 5/10/18 $25.92.

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: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $22.10
First and Second Year "M" Wage Rate Per Hour: $24.00
First and Second Year "M" Supplemental Rate: $19.80

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $29.00
Supplemental Benefit Rate per Hour: $22.65
First and Second Year "M" Wage Rate Per Hour: $24.50
First and Second Year "M" Supplemental Rate: $20.30

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: 7/1/2017 - 5/9/2018
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $23.89
First and Second Year "M" Wage Rate Per Hour: $36.00
First and Second Year "M" Supplemental Rate: $21.30

Effective Period: 5/10/2018 - 6/30/2018
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $24.47
First and Second Year "M" Wage Rate Per Hour: $36.75
First and Second Year "M" Supplemental Rate: $21.84

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
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $32.40
Supplemental Benefit Rate per Hour: $16.10
Supplemental Note: $14.60 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. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **$56.00**
Supplemental Benefit Rate per Hour: **$56.26**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **$56.00**
Supplemental Benefit Rate per Hour: **$57.63**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2017 - 5/15/2018
Wage Rate per Hour: **$41.54**
Supplemental Benefit Rate per Hour: **$41.02**

Effective Period: 5/16/2018 - 6/30/2018
Wage Rate per Hour: **$42.16**
Supplemental Benefit Rate per Hour: **$42.19**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2017 - 5/16/2018
Wage Rate per Hour: $35.58
Supplemental Benefit Rate per Hour: $36.89

Effective Period: 5/17/2018 - 6/30/2018
Wage Rate per Hour: $36.11
Supplemental Benefit Rate per Hour: $37.93

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: 7/1/2017 - 3/16/2018
Wage Rate per Hour: $62.64
Supplemental Benefit Rate per Hour: $34.25

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate per Hour: $64.48
Supplemental Benefit Rate per Hour: $35.85

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: 7/1/2017 - 3/16/2018
Wage Rate per Hour: $49.14
Supplemental Benefit Rate per Hour: $34.11

Effective Period: 3/17/2018 - 6/30/2018
Wage Rate per Hour: $50.49
Supplemental Benefit Rate per Hour: $35.71

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers 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

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $67.32
Supplemental Benefit Rate per Hour: $36.87
Supplemental Note: $66.34 on overtime
Shift Wage Rate: $107.71

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **$65.31**
Supplemental Benefit Rate per Hour: **$36.87**
Supplemental Note: $66.34 on overtime
Shift Wage Rate: **$104.50**

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **$61.93**
Supplemental Benefit Rate per Hour: **$36.87**
Supplemental Note: $66.34 on overtime
Shift Wage Rate: **$99.09**

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **$65.00**
Supplemental Benefit Rate per Hour: **$36.87**
Supplemental Note: $66.34 on overtime
Shift Wage Rate: **$104.00**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $85.53
Supplemental Benefit Rate per Hour: $36.87
Supplemental Note: $66.34 on overtime
Shift Wage Rate: $136.85

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.73
Supplemental Benefit Rate per Hour: $36.87
Supplemental Note: $66.34 on overtime
Shift Wage Rate: $68.37

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $43.86
Supplemental Benefit Rate per Hour: $36.87
Supplemental Note: $66.34 on overtime
Shift Wage Rate: $70.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $58.57
Supplemental Benefit Rate per Hour: $36.87
Supplemental Note: $66.34 on overtime
Shift Wage Rate: $93.71

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $40.36
Supplemental Benefit Rate per Hour: $36.87

Supplemental Note: $66.34 on overtime
Shift Wage Rate: $64.58

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $61.13
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $97.81

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $57.21
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $91.54

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $43.54
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime
Shift Wage Rate: $69.66

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $58.30
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.28
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $55.42
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $41.16
Supplemental Benefit Rate per Hour: $35.41
Supplemental Note: $63.67 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $38.18
Supplemental Benefit Rate per Hour: $20.15
Supplemental Note: Overtime Benefit Rate - $27.65 per hour (time & one half) $35.15 per hour (double time).

Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $31.47
Supplemental Benefit Rate per Hour: $20.15

Supplemental Note: Overtime Benefit Rate - $27.65 per hour (time & one half) $35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $27.24
Supplemental Benefit Rate per Hour: $20.15
Supplemental Note: Overtime Benefit Rate - $27.65 per hour (time & one half) $35.15 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
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $60.10
Supplemental Benefit Rate per Hour: $32.15
Supplemental Note: Overtime Benefit Rate - $44.90 per hour (time & one half) $57.65 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.69
Supplemental Benefit Rate per Hour: $32.15

Supplemental Note: Overtime Benefit Rate - $44.90 per hour (time & one half) $57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $30.20
Supplemental Benefit Rate per Hour: $32.15
Supplemental Note: Overtime Benefit Rate - $44.90 per hour (time & one half) $57.65 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $70.25
Supplemental Benefit Rate per Hour: $34.18
Supplemental Note: Overtime benefit rate - $47.82 per hour (time & one half), $61.46 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $51.64

Supplemental Benefit Rate per Hour: $34.18
Supplemental Note: Overtime benefit rate - $47.82 per hour (time & one half), $61.46 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $43.37
Supplemental Benefit Rate per Hour: $34.18
Supplemental Note: Overtime benefit rate - $47.82 per hour (time & one half), $61.46 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $63.64
Supplemental Benefit Rate per Hour: $33.04
Supplemental Note: Overtime benefit rate - $46.11 per hour (time & one half), $59.18 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $49.59
Supplemental Benefit Rate per Hour: $33.04
Supplemental Note: Overtime benefit rate - $46.11 per hour (time & one half), $59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.20
Supplemental Benefit Rate per Hour: $33.04
Supplemental Note: Overtime benefit rate - $46.11 per hour (time & one half), $59.18 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $76.60
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $122.56

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $79.28
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $126.85

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $81.80
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $130.88

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $79.85
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $127.76

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $78.29
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $125.26

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $74.42
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $119.07

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $60.22
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $96.35

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $58.92

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $70.79
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $113.26

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $65.12
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $104.19

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $50.73
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $81.17

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $75.19
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $120.30

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $72.84
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $116.54

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $69.67
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $111.47

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.18
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $75.49

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $66.56
Supplemental Benefit Rate per Hour: $31.10

Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $106.50

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $67.07
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $107.31

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $95.98
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $153.57

Operating Engineer - Paving I

Asphalt Spreaders, Autograders (C.M.I.), Roto/Mil

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $74.42
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $119.07

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $72.50
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $116.00

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $61.43

Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $98.29

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.54
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $63.66
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $82.23
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $131.57

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $79.04
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $126.46

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.14
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $75.42

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.91
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
Shift Wage Rate: $71.86

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $62.87
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.01
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $71.60
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $75.87
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $69.88
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $69.14
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $54.92
Supplemental Benefit Rate per Hour: $31.10
Supplemental Note: $56.50 overtime hours
For New House Car projects Wage Rate per Hour $43.77

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $45.88

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
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.70
Supplemental Benefit Rate per Hour: $40.99
Supplemental Note: Supplemental Benefit Overtime Rate: $50.09

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 $127,628. 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $24.13
Supplemental Benefit Rate per Hour: $21.12

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $58.38
Supplemental Benefit Rate per Hour: $39.46

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) (BCA)

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $36.33
Supplemental Benefit Rate per Hour: $29.22

House Wrecker - Tier B

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.56
Supplemental Benefit Rate per Hour: $21.63

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $44.20
Supplemental Benefit Rate per Hour: $51.57
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $50.05
Supplemental Benefit Rate per Hour: $72.53
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
President's Day
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: **$41.50**
Supplemental Benefit Rate per Hour: **$40.63**

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
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.75
Supplemental Benefit Rate per Hour: $15.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $27.75
Supplemental Benefit Rate per Hour: $15.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.25
Supplemental Benefit Rate per Hour: $15.55

Groundperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.25
Supplemental Benefit Rate per Hour: $15.55

Tree Remover / Pruner

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.75
Supplemental Benefit Rate per Hour: $15.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $23.75
Supplemental Benefit Rate per Hour: $15.55

Watering - Plant Maintainer

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $18.72
Supplemental Benefit Rate per Hour: $15.55

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.74
Supplemental Benefit Rate per Hour: $38.67

Marble Finisher

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.46
Supplemental Benefit Rate per Hour: $36.64

Marble Polisher

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.93
Supplemental Benefit Rate per Hour: $28.33

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.90
Supplemental Benefit Rate per Hour: $30.59

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)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $24.25

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $25.38
Supplemental Benefit Rate per Hour: $18.57

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: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $46.28
Supplemental Benefit Rate per Hour: $42.92
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
Memorial Day
Independence Day
Labor Day
Columbus 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 will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain $12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $51.50
Supplemental Benefit Rate per Hour: $52.41

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.86
Supplemental Benefit Rate per Hour: $40.65
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $51.67 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.26
Supplemental Benefit Rate per Hour: $40.63
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $51.65 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.26
Supplemental Benefit Rate per Hour: $40.63
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $51.65 per 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $28.62
Supplemental Note: $ 33.25 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $28.62
Supplemental Note: $ 33.25 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 - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $29.73
Supplemental Benefit Rate per Hour: $7.06

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $30.68
Supplemental Benefit Rate per Hour: $7.06

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $33.23
Supplemental Benefit Rate per Hour: $7.06

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to

circumstances beyond the control of the employer, up to amaximumof eight (8) hours per week, may be worked on Saturday at the straight time 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.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple 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
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.37
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $12.37
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; 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: 7/1/2017 - 9/30/2017
Wage Rate per Hour: $49.50
Supplemental Benefit Rate per Hour: $37.08

Effective Period: 10/1/2017 - 6/30/2018
Wage Rate per Hour: $50.00
Supplemental Benefit Rate per Hour: $38.33

Painter - Power Tool

Effective Period: 7/1/2017 - 9/30/2017
Wage Rate per Hour: $55.50

Supplemental Benefit Rate per Hour: $37.08
Overtime Wage Rate: $6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2017 - 6/30/2018
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $38.33
Overtime Wage Rate: $6.00 above the "Painters on Structural Steel" overtime rate.

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.89
Supplemental Benefit Rate per Hour: $31.13
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.85
Supplemental Benefit Rate per Hour: $40.98

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.98
Supplemental Benefit Rate per Hour: $40.98

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.45
Supplemental Benefit Rate per Hour: $40.98

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.85
Supplemental Benefit Rate per Hour: $40.98

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.37
Supplemental Benefit Rate per Hour: $40.98

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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).
Memorial Day
Independence Day
Labor Day
Columbus 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 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. 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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.93
Supplemental Benefit Rate per Hour: $25.15

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
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 #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $37.90
Supplemental Benefit Rate per Hour: $30.59

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $67.25
Supplemental Benefit Rate per Hour: $31.80
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $53.88
Supplemental Benefit Rate per Hour: $25.36

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.20
Supplemental Benefit Rate per Hour: $15.41

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $46.66
Supplemental Benefit Rate per Hour: $22.95

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $64.22
Supplemental Benefit Rate per Hour: $23.21

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, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.57
Supplemental Benefit Rate per Hour: $25.80

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.50
Supplemental Benefit Rate per Hour: $32.27

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
Memorial Day
Independence Day
Labor 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)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $48.90
Supplemental Benefit Rate per Hour: $48.00
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $39.12
Supplemental Benefit Rate per Hour: $48.00

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

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
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (eight 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.

(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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $44.57
Supplemental Benefit Rate per Hour: $25.02
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $28.12
Supplemental Benefit Rate per Hour: $3.03

Shipyard Mechanic - Second Class

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $23.35
Supplemental Benefit Rate per Hour: $2.85

Shipyard Laborer - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $20.96
Supplemental Benefit Rate per Hour: $2.76

Shipyard Laborer - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $15.24
Supplemental Benefit Rate per Hour: $2.54

Shipyard Dockhand - First Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $22.89
Supplemental Benefit Rate per Hour: $2.83

Shipyard Dockhand - Second Class

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $16.51
Supplemental Benefit Rate per Hour: $2.58

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.67
Supplemental Benefit Rate per Hour: $50.67

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $55.50
Supplemental Benefit Rate per Hour: $55.29

Supplemental Note: Overtime supplemental benefit rate: $109.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.18
Supplemental Benefit Rate per Hour: $44.84

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $55.50
Supplemental Benefit Rate per Hour: $55.29
Supplemental Note: Overtime supplemental benefit rate: $109.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $42.18
Supplemental Benefit Rate per Hour: $44.84

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $39.50
Supplemental Benefit Rate per Hour: $15.81

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $32.46
Supplemental Benefit Rate per Hour: $14.16

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $26.89
Supplemental Benefit Rate per Hour: $12.80

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $23.08
Supplemental Benefit Rate per Hour: $11.79

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $19.14
Supplemental Benefit Rate per Hour: $10.85

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $9.76

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 - Setter

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $53.62
Supplemental Benefit Rate per Hour: $41.65

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $47.82
Supplemental Benefit Rate per Hour: $22.68

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.

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $40.35
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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $41.13
Supplemental Benefit Rate per Hour: $31.18

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $53.19
Supplemental Benefit Rate per Hour: $35.35

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $48.00
Supplemental Benefit Rate per Hour: $49.16

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: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $62.37
Supplemental Benefit Rate per Hour: $52.39

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $60.21
Supplemental Benefit Rate per Hour: $50.65

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018

Wage Rate per Hour: $59.11
Supplemental Benefit Rate per Hour: $49.74

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $58.04
Supplemental Benefit Rate per Hour: $48.81

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $58.04
Supplemental Benefit Rate per Hour: $48.81

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $50.87
Supplemental Benefit Rate per Hour: $46.11

Blasters (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $59.52
Supplemental Benefit Rate per Hour: $50.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $56.97
Supplemental Benefit Rate per Hour: $47.89

All Others (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $52.63
Supplemental Benefit Rate per Hour: $44.29

Microtunneling (Free Air Rates)

Effective Period: 7/1/2017 - 6/30/2018
Wage Rate per Hour: $45.58
Supplemental Benefit Rate per Hour: $38.31

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.

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

DDC STANDARD GENERAL CONDITIONS

FOR SINGLE CONTRACT PROJECTS

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
TABLE OF CONTENTS

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 1.4 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-NC 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 Contractor 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 activity 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 1.5 herein.

C. Number of Copies: Submit FOUR (4) copies of LEED submittals, in accordance with procedure described in Article 1.5 herein, unless otherwise indicated.

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 SUSTAINALE 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. See General Comments regarding problems with specifying items required for substantial completion.

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, the

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 side

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. for

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 protruding 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 toggle

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

SECTION 01 35 26
SAFETY REQUIREMENTS 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].

B. 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 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 point

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 adopts 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 permanent facility and service during its use as a construction facility 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 Sub-Section 3.5 C herein.
   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) minimum 10 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 the duration the Contractor is required to provide Temporary Heat, as set forth in Sub-section 3.5 D herein.
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.
5. Computer Workstation quantities shall be provided as specified in Sub-Section 3.8 B 3-a for DDC Managed Projects, or Sub-Section 3.8 B 3-b for CM Managed Projects.

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 Sub-Section 3.8 B 1 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 D in quantities required as specified in Sub-Section 3.8 B 3 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.3, 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 (*Minimum*)**
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-SETION 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 for

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:

1. Delivery of Materials
2. Contractor's Superintendent
3. Surveys
4. Borings
5. Examination
6. Environmental Assessment
7. Preparation
8. Deferred Construction
9. Installation
10. Permits
11. Transportation
12. Sleeves and Hangers
13. Sleeve and Hanger Drawings
14. Cutting and Patching
15. Location of Partitions
16. Furniture and Equipment
17. Removal of Rubbish and Surplus Material
18. Cleaning
19. Security And Protection of Work Site
20. Maintenance of Site and Adjoining Property
21. Maintenance of Project Site
22. Safety Precautions for Control Circuits
23. 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 SUB-SECTION 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 materials 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. A standard Construction and Demolition Waste Management Log form is 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 Credit 2.2, 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. 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. Instruction: 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.: _____

Contractor: _____
Prepared by: _____
For Month: _____

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.

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 (l) 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 (l/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.

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:

Refer to the Addendum to determine if the project is to be Commissioned.

1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will assess and comment on the adequacy of the Orientation Instruction sessions by reviewing the Orientation and Instruction program and agenda provided by each contractor. The provider of the Orientation program will videotape the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor shall edit the DVD recording per CxA comnents.

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 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 the rejection of products or assemblies. Incomplete or inaccurate LEED BUILDING Submittals may be used as the basis for rejecting the submitted 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 State 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

Contractor Name: _____
Contractor Contact: _____
Telephone Number: _____

Project Name: _____
Project I.D.: _____

Product/Manufacturer	Material Cost[1]	Recycled Content			Regional[4]			Rapidly Renewable[7]		VOC content[8]		Flooring[9]	Wood	
		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: _____

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 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
I. 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

1.6 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:

1. Architectural Applications:

a.	Indoor carpet adhesive	50
b.	Carpet pad adhesive	50
c.	Wood flooring adhesive	100
d.	Rubber floor adhesive	60
e.	Subfloor adhesive	50
f.	Ceramic tile adhesive	65
g.	VCT and asphalt tile adhesive	50
h.	Drywall and panel adhesive	50
i.	Cove base adhesive	50
j.	Multipurpose construction adhesive	70
k.	Structural glazing adhesive	100

2. 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

3. Substrate Specific Applications:

a.	Metal to metal	30
b.	Plastic foams	50
c.	Porous material (except wood)	50
d.	Wood	30
e.	Fiberglass	80

4. 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:

5. 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) as referenced in Section 01 81 13 SUSTAINABLE REQUIREMENTS FOR LEED BUILDINGS: 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

OPTION 2 — Air Testing

• 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 1.07 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 OWNERS PRE-ACCEPTANCE ORIENTATION
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 team 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 Commissioning Agent (CxA) 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 orientation 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 (Design Consultant 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

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

NYC DDC
Department of Design and Construction

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: **LNCA1167S**

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

Department of Design and Construction

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

CONTRACT NO. 1 **HVAC WORK**

67th Street Branch Library HVAC and Roof Upgrade

LOCATION: **328 East 67th Street**
BOROUGH: **Manhattan 10065**
CITY OF NEW YORK

CDE Air Conditioning Co.
Contractor

Dated August 15, , 20 18

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

JP
1-19-18

Dated January 19 , 20 18

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20 _____

Department of Design and Construction

PROJECT ID: **LNCA1167S**

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
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LAW

VOLUME 3 OF 3

ADDENDUM TO THE GENERAL CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

67th Street Branch Library HVAC and Roof Upgrade

LOCATION: **328 East 67th Street**
BOROUGH: **Manhattan 10065**
CITY OF NEW YORK

CONTRACT NO. 1 **HVAC WORK**

New York Public Library

Syska & Hennessy

Date: **October 19, 2017**

18-022

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

ADDENDA CONTROL SHEET

BID OPENING DATE: March 29, 2018

PROJECT No. : LNCA1167S

TITLE: 67th Street Branch Library HVAC and Roof Upgrade

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: ARCHITECTURE/ ENGINEERING	APPROVED BY: GENERAL COUNSEL
#1 Revised Bid Opening Date; Questions from Bidders and Responses to Questions; Revisions to the Bid Booklet; Revisions to the Specifications; Revisions to the Drawings		3/20/18	[illegible]	JP

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

March 20, 2018

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

LNCA1167S
67th Street Branch Library HVAC and Roof Upgrade

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. **The Bid Opening for the contract described below scheduled for March 9, 2018, at 2:00 pm is rescheduled to March 29, at 2:00 pm.**

   Contract #1 – General Construction Work

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

3. **Revisions to the Bid Booklet:**
   See Attachment B.

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

5. **Revisions to the Drawings:**
   See Attachment D.

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) 391-1016, by email at CSB_projectinquiries@ddc.nyc.gov or by fax at (718) 391-2627.

Oscar Gonzalez
Assistant Commissioner
Civic Structures

C.D.E. Air Conditioning Co., Inc.
Name of Bidder

By: _____

DDC PROJECT #: LNCA1167S

PROJECT NAME: 67th Street Branch Library HVAC and Roof Replacement

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Drawing A101 Note 12 calls for Window Security Guards. Please provide a detail and specification for this scope of work.	Window Guards are not required. Refer to Attachment D, Revisions to the Drawings, for clarification.
2	Drawing M101 indicates to confirm all volume dampers are installed and if not to install new ones. Please revise the note to confirm all volume dampers are installed and any missing ones will be handled through the change order process.	Note on M-101 has been updated and a new Unit Price Schedule is included. Refer to Attachment B, Revisions to the Bid Booklet, and Attachment D, Revisions to the Drawings.
3	Please confirm all work on the roofs can be done during normal working hours.	All work to be performed during normal working hours per Project Labor Agreement included in Volume 2 of the Contract Documents.
4	The DDC General Conditions, Section 015000, Article 3.8A5 refers to computer workstations and references 3.8B3a. The Addendum to General Conditions indicates that 3.8A applies but 3.8B3a does not apply. We assume there are no computer workstation requirements for this project. Please confirm.	Correct. There are no computer workstation requirements.
5	Please advise if a sidewalk shed is required for this contract.	Contractor must comply with applicable building code requirements.
6	Drawings M-203 and E-103 note 1 refers to phasing plan not in the documents. Please provide.	Phasing is not required. Refer to Attachment D – Revisions to the Drawings.
7	Drawing G-100 general note 6 calls for work to be scheduled by the Owner's Representative, as well as premises requirements. Please provide this information.	All work to be performed during normal working hours per Project Labor Agreement. Commissioner to coordinate working schedule with NYPL and the Contractor at Construction Kick-Off.
8	Regarding Drawing A-102 notes 2 and 5, please advise on how to price based on the information provided.	Please refer to Detail 1 in A102 for the dimensions of the bulkhead around flue stack. Please refer to Sketch SKA-03 included with this addendum for the bulkhead height. Please refer to Attachment D, Revisions to the Drawings, for revisions to notes on drawing A-102. Please also refer to Attachment B, Revisions to the Bid Booklet, for the unit price schedule.

9	Drawing A-101 notes 5 and 9 cannot be priced without adequate details. What is height of new parapet as per detail 6/A301 What is height of existing parapet to be raised as per detail 3/A301 or 7/A302?	Please refer to sketches SKA-001, SKA-002, SKA-003, SKA-004 included Attachment D, Revisions to the Drawings, for this information.
10	Please provide project record drawings.	This information will not be provided.
11	Drawing H-003 calls for removal of HVAC insulation as per NYCDEP par. 1-109. Please confirm that removal procedure as specified complies to DEP Asbestos Rules.	Confirmed. NYCDEP Title 15, Chapter 1, § 1-109 (Abatement from Vertical Exterior Surfaces Removal) applies to the removal of the duct work insulation as a non-friable material.
12	Drawing H-004 calls for 8 SF of spot plaster removal as per schedule of ACM abatement which differs from detail 1 in the same drawing, as well as from the plaster removal scope as called by Drawings A-102 thru A-105. Please also confirm that tent removal procedures for plaster as specified in Drawing H-004 complies to DEP Asbestos Rules.	8 SF removal quantity is an approximation value (Refer to Number 36 on Drawing H 001). The detail figure on Drawing H-004 illustrates the location where the materials affected by the SOW are likely to be present; it is not a depiction of the actual extent of material that would be affected or that needs to be abated. Regarding tent removal, this is confirmed. NYCDEP Title 15, Chapter 1, § 1-106 (Tent Containment Procedure) applies to the removal friable materials (i.e. Ceiling/Wall Plaster).
13	Please provide a copy of asbestos survey. Was the project tested for PCB material?	An asbestos survey will not be provided. Refer to H Drawings and corresponding Asbestos Specifications (028013 and 028213) for all information regarding asbestos. Testing for PCB material was not completed.
14	Regarding the asbestos specifications, please address precautions if necessary for performance of plumbing work within the chase opening as per Drawing H-004, as well as the procedure for asbestos plaster restoration.	Contractor is responsible for developing its own HSP. ACM Sub-contractor shall follow all Federal, State, and City regulations on the development of its HSP. Refer to H Drawings and corresponding asbestos specifications (028013 and 028213) for detailed information.
15	Section 237413 of the Bid Breakdown ('Packaged Outdoor Central-Station Air-Handling Units') on page 21-9 calls for programming, software, and tie in to the existing system. Please provide the current BMS vendor for the building.	AC units are to be provided with standalone control system, tie-in with central BMS is not required. Please refer to Attachment B, Revisions to the Bid Booklet, as well as Attachment C – Revisions to the Specifications, for clarification.
16	Drawing M103 Note 5 calls for 22 Gage Galvanized Jacketing (Duct in Duct) over Fire wrap. Please be advised that the maximum gage jacketing insulators can do is 26 Gage Aluminum. Please confirm if 26 Gage Aluminum will be acceptable.	26 gage aluminum is acceptable. Please refer to Attachment D – Revisions to the Drawings for further information.

17	Specification section 237413 Packaged Outdoor Central-Station Air-Handling Units, page 10, Article 2.12D indicates to interface with central control HVAC station. However, there is no specification for the existing or new control systems. Please advise if there is an existing or new system. If so, what is the name of existing system? What is the sequence of operation?	AC units are to be provided with standalone control system; tie-in with central BMS is not required. Sequence of operation shall be as per Drawing M-601. Please refer to Attachment B, Revisions to the Bid Booklet, as well as Attachment C – Revisions to the Specifications, for clarification.
18	Please advise if there is an existing roofing contractor? If so, please provide the name and warranty information.	There is no existing roofing contractor.
19	Who is the existing Fire Alarm maintenance contractor and which system is installed?	The fire alarm monitoring company is TYCO and the system installed is Edwards. Please note there is no existing maintenance contractor.
20	There is no schedule provided for the two AC units. Please provide.	Refer to Drawing M-701.00 for this information.
21	Controls are not properly dismissed. Please advise.	Refer to response #17 of this Addendum for clarification.
22	The Drawings call for fire wrap on all ducts, although the specification is for regular insulation. Fire wrap isn't needed in the interior ductwork if FSD is at top and bottom of the shaft. The standard NYC specifications call for ducts on the roof to be stainless, yet the Drawings call for galvanized with a galvanized sheeting. Please advise.	Refer to Note-5 on drawing M-103 for the extent of the fire wrap on the ductwork. Refer to Specification Section 233113, "Metal Ducts" Article 2.8 for fire wrap specifications. All ductwork on the roof shall be galvanized steel as per Article 3.12. Stainless steel ductwork is not required.
23	Drawing M-501, Detail-3, shows springs under the AC unit, but says to reuse the supports. Detail 11 on the same Drawing sheet shows a roof curb with spring isolators. Please clarify.	Contractor to use existing dunnage with spring isolators as indicated on Detail 3 of M-501. See Attachment D, Revisions to the Drawings, for further clarification.

DDC PROJECT #: LNCA1167S

PROJECT NAME: 67th Street Branch Library HVAC and Roof Replacement

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Unit Price Schedule, page 13-0, is included with this Addendum.

Delete pages 13 and 21-9 of the Bid Booklet and replace with revised pages 13-R and 21-9R, included with this Addendum.

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
045100	1	Brick stitching	10	SF		
233300	2	Volume control dampers	1	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

BID FORM

PROJECT ID: LNCA1167S

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

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

C. ALLOWANCE for Unit Prices (page 13-0) $_____

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

Department of Design and Construction

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - HVAC WORK

Project: 67th Street Branch Library HVAC and Roof Replacement
Location: 328 East 67th Street, New York, NY 10065
Bidder:

DDC ID: LNCA1167S
Sponsor Agency: New York Public Library

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
23 3300	**AIR DUCT ACCESSORIES**							
	Motorized damper 84x24		EA					
	Connection to the duct		LS					
	Smoke Detector		EA					
	FSD Fire and Smoke Damper		SF					
	Volume control dampers		SF					
	Subtotal							
23 7413	**PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS**							
	AC-1&2 Air-cooled AC unit 8000 CFM		EA					
	Power exhaust modules		EA					
	DD Control Points		EA					
	Standalone Control system programming		LS					
	Subtotal							
26 0000	**ELECTRICAL**							
26 0500	**COMMON WORK RESULTS FOR ELECTRICAL**							
	Testing & Commissioning		LS					
	Shut downs & Start Ups		LS					
	Penetration, Patching & Fire Stoppings		LS					
	Subtotal							
26 0519	**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**							
	#10		LF					
	AC-1,AC-2 Connections (125A Riser)							
	#1		LF					

DDC PROJECT #: LNCA1167S

PROJECT NAME: 67th Street Branch Library HVAC and Roof Replacement

ATTACHMENT C – REVISIONS TO THE SPECIFICATIONS

The following Sections have been modified:

Specification Section 237413 Packaged Outdoor Central Station Air Handling Units (Revised Section)

Delete Article 2.12D and replace as follows:

D. Interface Requirements for HVAC Instrumentation and Control System for future BMS tie-in:

1. Interface relay for scheduled operation.
2. Interface relay to provide indication of fault at the central workstation and diagnostic code storage.
3. Provide BACnet compatible interface for future central BMS integration of the following:

    a. Adjusting set points.
    b. Monitoring supply fan start, stop, and operation.
    c. Inquiring data to include outdoor-air damper position, supply- and room-air temperature.
    d. Monitoring occupied and unoccupied operations.
    e. Monitoring constant and variable motor loads.
    f. Monitoring variable-frequency drive operation.
    g. Monitoring cooling load.
    h. Monitoring economizer cycles.
    i. Monitoring air-distribution static pressure and ventilation air volume.

DDC PROJECT #: LNCA1167S

PROJECT NAME: 67th Street Branch Library HVAC and Roof Replacement

ATTACHMENT D – REVISIONS TO THE DRAWINGS

REFER to DRAWING A-101

1. Note 12 regarding window guards shall be deleted.
2. Revise construction note 5 as following:

   Replace spalled/cracked brick & provide brick stitching. Refer to 8/A-401. Assume 30 SF of existing masonry to be replace

3. Revise construction note 5 as following:

   Cut and point stone parapet. Limited to south face and top surface. Assume 240 LF of stone joints to be repointed. All raking of joints to be done by hand.

REFER to DRAWING A-102

1. Revise construction note 2 as following:

   Carefully remove cement parging. Cut & point brick masonry and replace damaged bricks (assume 20% of bricks to be replaced). Install stainless steel 2-part counterflashing to match adjacent parapet flashing. Refer to 8/A-401 for typ. brick repair details.

2. Revise construction note 5 shall be revised as following:

   Patch and repair stone chimney cap (12 SF area) with stone repair mortar (JAHN M70 or approved equal)

REFER to DRAWING A-301

1. On drawing A-301, Detail 3 shall be revised as per SKA-01. Refer to SKA-01 included with this addendum.

2. On drawing A-301, Detail 6 shall be revised as per SKA-02. Refer to SKA-02 included with this addendum.

REFER to DRAWING A-302

1. On drawing A-302, Detail 1 shall be revised as per SKA-03. Refer to SKA-03 included with this addendum.

2. On drawing A-302, Detail 7 shall be revised as per SKA-04. Refer to SKA-04 included with this addendum.

REFER to DRAWING M-101

1. General Note 1 shall be revised as following:
   Prior to construction, contractor to inspect whether all volume dampers, shown as existing on the drawings, do exist and they are operational. Contractor to provide report of existing volume damper conditions to EOR.

2. Add General Note 3:
   Prior to commencement of demolition, contractor to provide airflow report of the existing system. Report to include duct traverse readings at supply and return duct mains at the AC unit on the roof. Report to also include CFM readings at the floor level in the supply and return mains.

REFER to DRAWING M-103

1. Note 5 shall be modified as following:
   Provide 2hr rated fire wrap 3m fire barrier duct wrap 615+ or approved equal from vertical shaft to all the way up to unit on supply side. Terminate fire wrap with FSD. Provide 26 gauge sheet metal jacketing (duct in duct) over fire wrap. Seal watertight. Installation of fire wrap shall be based on manufacturer's installation guidelines.

REFER to DRAWING M-203

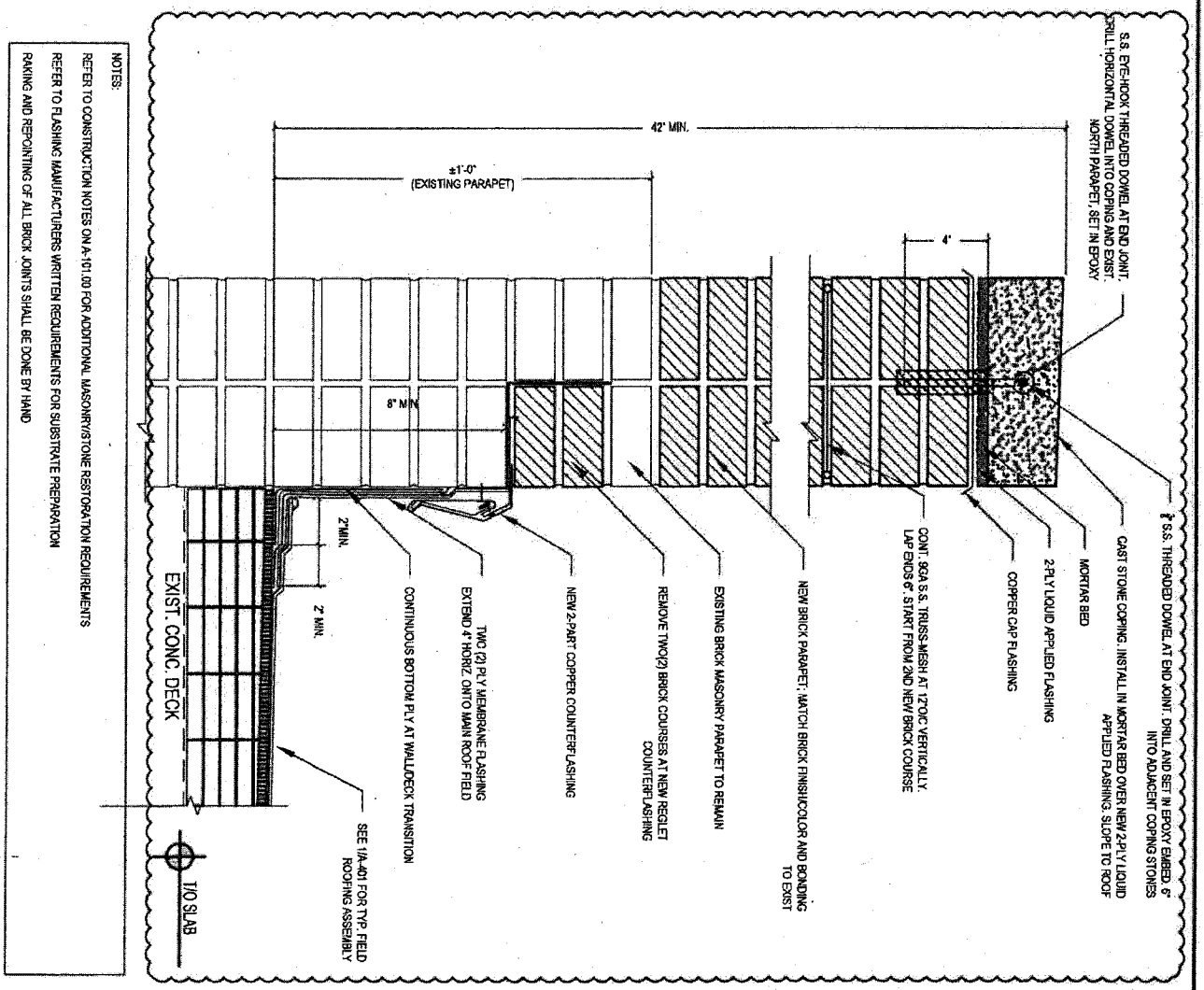
1. Note 1 regarding phasing shall be deleted.

REFER to DRAWING M-501

1. Detail-11 – "Support for Roof Mounted Equipment" shall be deleted.

REFER to DRAWING E-103

1. Note 1 regarding phasing shall be deleted.



NOTES:

REFER TO CONSTRUCTION NOTES ON A-101.00 FOR ADDITIONAL MASONRY/STONE RESTORATION REQUIREMENTS

REFER TO FLASHING MANUFACTURERS WRITTEN REQUIREMENTS FOR SUBSTRATE PREPARATION

RAKING AND REPOINTING OF ALL BRICK JOINTS SHALL BE DONE BY HAND

3 / A-301 TYP. FLASHING@ BRICK PARAPET

SCALE: NTS

SYSKA HENNESSY GROUP

A member company of SH Group, Inc.

Syska Hennessy Group, Inc.
1515 Broadway
New York, NY 10036
Tel: 212.921-2300
Fax: 212.556.3333
www.syska.com

DRAWING TITLE

TYPICAL FLASHING AT BRICK PARAPET

NYC DDC Department of Design and Construction

PROJECT No.	LNCA1167S
ISSUE DATE	03-19-18
DRAWN BY	SS
DRAWING SCALE	NTS

PROJECT

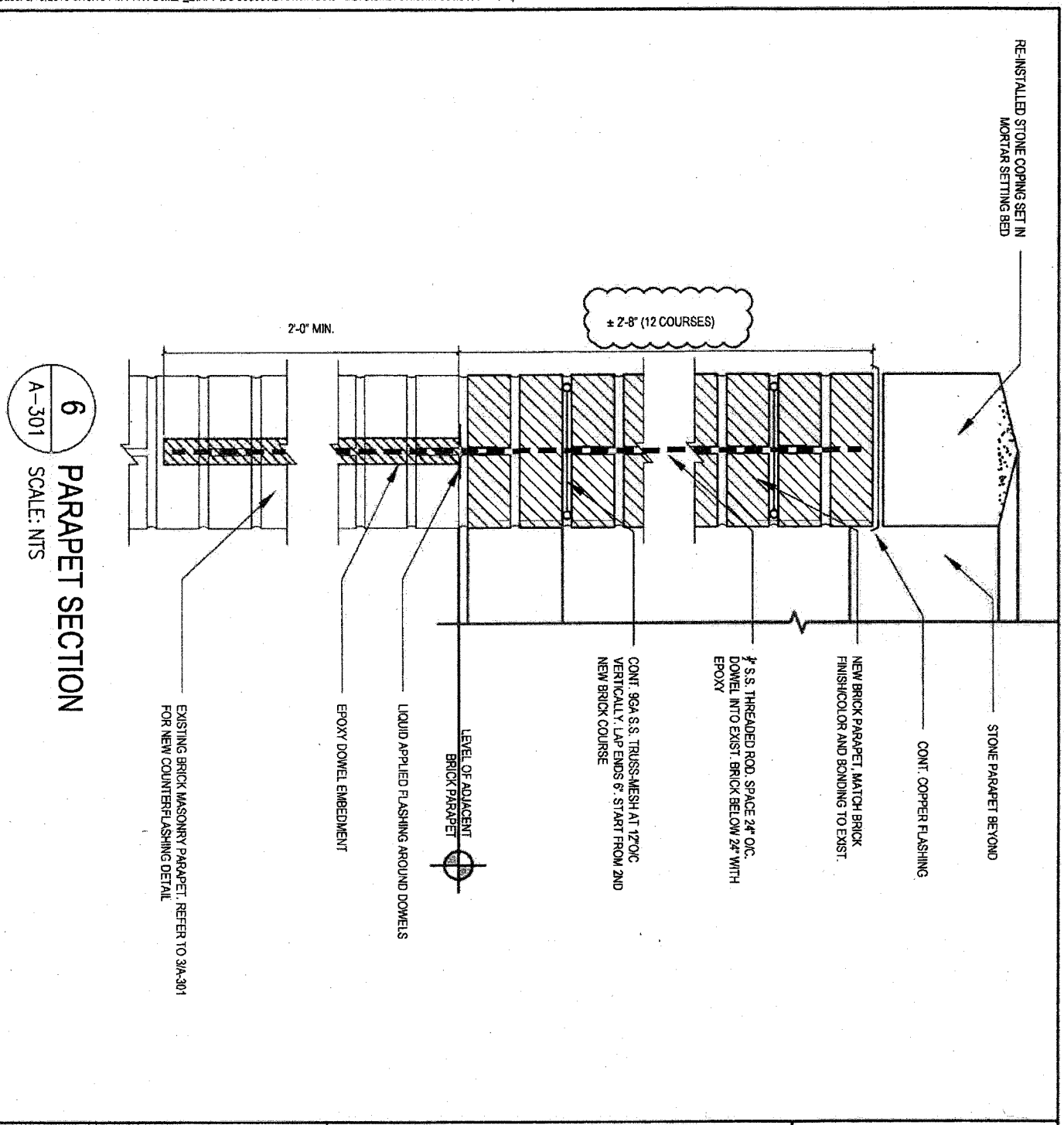
67TH STREET LIBRARY
ROOF AND HVAC REPLACEMENT

REFERENCE No.

A-301

DRAWING No.

SKA-01



6 / A-301

PARAPET SECTION

SCALE: NTS

SYSKA HENNESSY GROUP
A member company of SH Group, Inc.
Syska Hennessy Group, Inc.
1515 Broadway
New York, NY 10036
Tel: 212.921-2300
Fax: 212.556.3333
www.syska.com

DRAWING TITLE
PARAPET SECTION

NYC DDC Department of Design and Construction

PROJECT No.	LNCA1167S
ISSUE DATE	03-19-18
DRAWN BY	SS
DRAWING SCALE	NTS

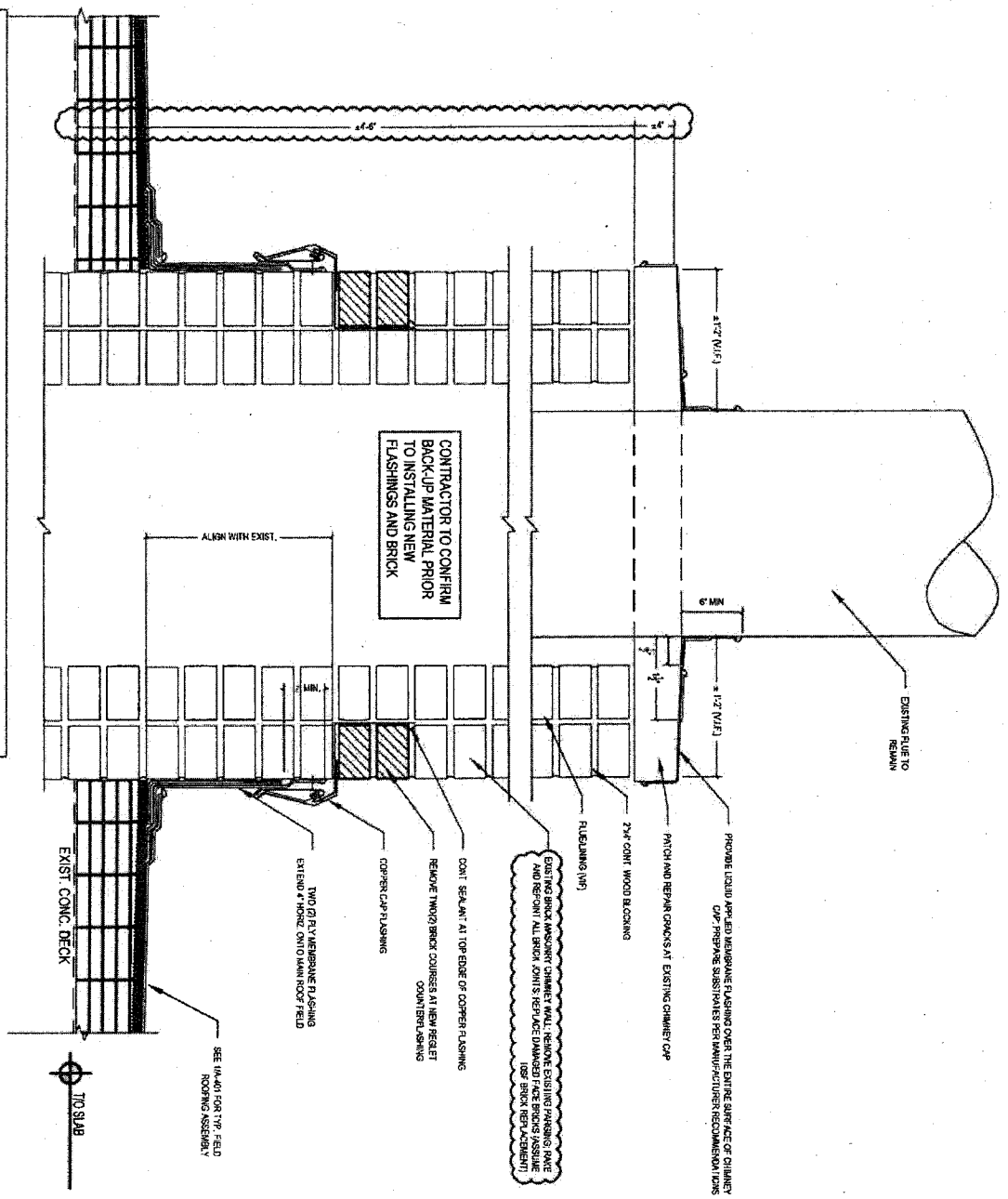
PROJECT
67TH STREET LIBRARY
ROOF AND HVAC REPLACEMENT

REFERENCE No.
A-301

DRAWING No.
SKA-02

1 A-302 SECTION AT BRICK CHIMNEY
SCALE: NTS

NOTES:
REFER TO CONSTRUCTION NOTES ON A-100.00 FOR ADDITIONAL MASONRY/STONE RESTORATION REQUIREMENTS
REFER TO FLASHING MANUFACTURERS WRITTEN REQUIREMENTS FOR SUBSTRATE PREPARATION
RAKING AND REPOINTING OF ALL BRICK JOINTS SHALL BE DONE BY HAND



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DRAWING TITLE
SECTION AT BRICK CHIMNEY

NYC DDC Department of Design and Construction

PROJECT No.	LNCA1167S
ISSUE DATE	03-19-18
DRAWN BY	SS
DRAWING SCALE	NTS

PROJECT
67TH STREET LIBRARY
ROOF AND HVAC REPLACEMENT

REFERENCE No.
A-302

DRAWING No.
SKA-03

7 / A-302
SCALE: NTS

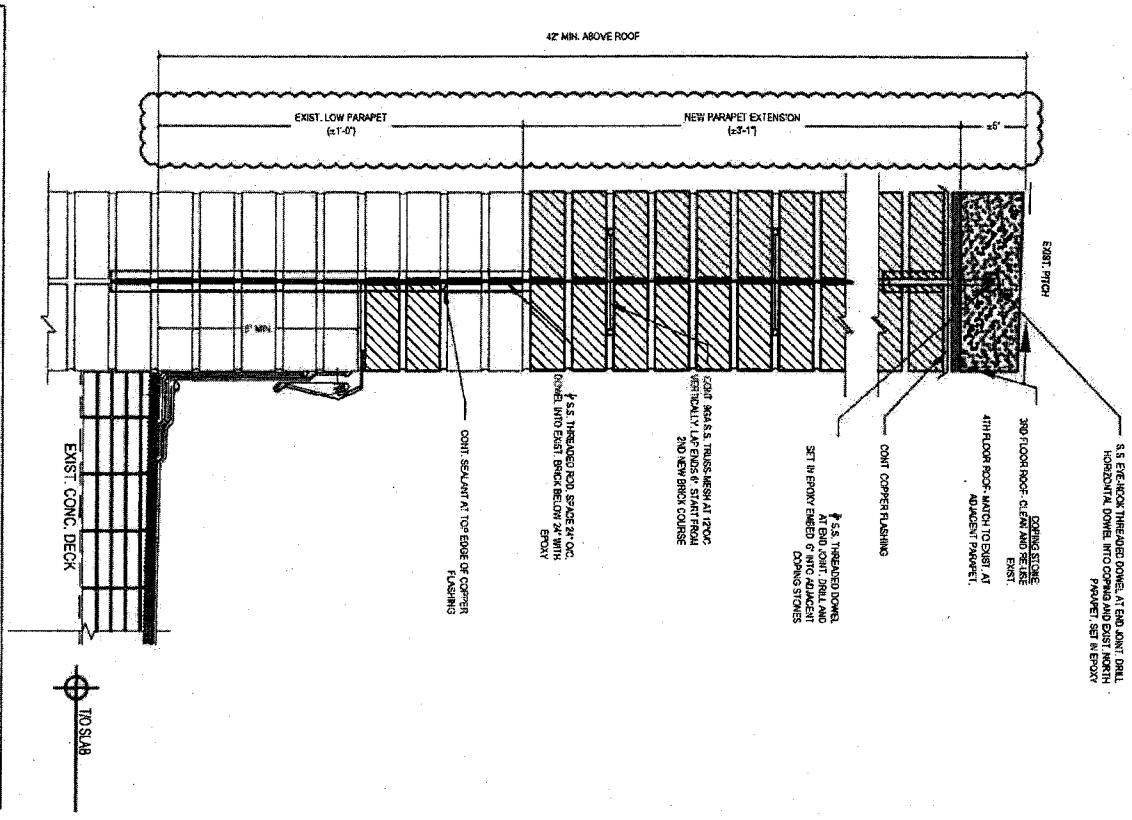
VERTICAL PARAPET EXTENSION

NOTES

REFER TO CONSTRUCTION NOTES ON A-102.00 FOR ADDITIONAL MASONRY/STONE RESTORATION REQUIREMENTS

REFER TO 3/A-301 FOR TYPICAL WALL AND COPING FLASHING DETAILS

RAKING AND REPOINTING OF ALL BRICK JOINTS SHALL BE DONE BY HAND



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DRAWING TITLE
VERTICAL PARAPET EXTENSION

NYC DDC Department of Design and Construction

PROJECT No.	LNCA1167S
ISSUE DATE	03-19-18
DRAWN BY	SS
DRAWING SCALE	NTS

PROJECT
67TH STREET LIBRARY
ROOF AND HVAC REPLACEMENT

REFERENCE No.
A-302

DRAWING No.
SKA-04

Department of Design and 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 #: **LNCA1167S**
PROJECT NAME: **67TH STREET BRANCH LIBRARY HVAC-ROOF REPLACEMENT**

PROJECT DESCRIPTION: This Project consists of Replacement of roof and repair of existing masonry at parapet. Due to the landmark quality status, all new masonry work must match the architecturally significant masonry. Mechanical scope includes replacement in kind of two roof top AC units as well as associated ductwork and controls. The plumbing scope for this project entails the installation of new gas pipe lines for the newly installed equipment as well as the installation of a new roof drain and its associated piping. Upon installation of new roof top AC units, tie-in is required with the existing fire alarm system at the branch library.

PROJECT LOCATION: ***328 E 67th street***
BOROUGH: ***Manhattan***
CITY OF NEW YORK
ZIP CODE: ***10065***
COMMUNITY BOARD #: ***8***

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

[X] 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		X	
	1.4(C)	Scope and Intent / Commissioning	X		
01 3233		Photographic Documentation	X		
01 3300	1.7 (A-D)	LEED Submittals		X	
01 3503		General Mechanical Requirements	X		
01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)	X		
	3.3 (A-E)	Electrical Wiring Devices	X		
	3.4 (A-I)	Electrical Conductors and Terminations	X		
	3.5 (A-B)	Circuit Protective Devices		X	
	3.6 (A-J)	Distribution Centers		X	
	3.7 (A-I)	Motors	X		
	3.8 (A-I)	Motor Control Equipment		X	
01 3591		Historic Treatment Procedures	X		
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water		X	
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities		X	
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units		X	
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets		X	
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines		X	

Section	Sub-Section	Sub-Section	Applies	Does not Apply	Applies as Amended
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service		X	
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		X	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting		X	
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		X	
	3.5 (A-J)	Temporary Heat		X	
	3.8 (A)	DDC Field Office / Office Space in Existing Building	X		
	3.8 (B)	DDC Field Office / DDC Field Office Trailer		X	
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		X	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer		X	
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office		X	
	3.13(A-D)	Work Fence Enclosure		X	
	3.17(B)	Project Rendering		X	
	3.18 (A-C)	Security Guards / Fire Guards on Site		X	
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories		X	
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		X	
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings	X		
01 7300	3.3 (A-I)	Surveys		X	
	3.4 (A-B)	Borings		X	
	3.12 (A-D)	Sleeves and Hangers		X	
	3.13 (A)	Sleeve and Penetration Drawings		X	
	3.15 (A)	Location of Partitions		X	
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X	
01 7900		Demonstration and Commissioner's Pre-Acceptance Orientation		X	
01 8113		Sustainable Design Requirements for LEED Buildings		X	
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		X	
01 8119		Indoor Air Quality Requirements for LEED Buildings		X	
01 9113		General Commissioning Requirements	X		

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.

Revise Section 011000 Summary as follows:

Add Article 1.13 Library Hours

A. 67th Street Branch Library will be closed during several portions of construction, related to abatement and due to expected weather conditions.

B. Library hours of operation:

Sunday	Closed
Monday	11 Am–7 Pm
Tuesday	11 Am–7 Pm
Wednesday	11 Am–7 Pm
Thursday	11 Am–7 Pm
Friday	10 Am–5 Pm
Saturday	10 Am–5 Pm

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

(1) **GENERAL**: Special Experience Requirements for the Project are set forth below. Such Special Experience Requirements may apply to either or both of the following entities: (a) the contractor or subcontractor that will perform specific areas of work, and/or (b) 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 Requirements that are not set forth below, such Special Experience Requirements are 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 Special 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 any specific area of work with its own forces, it must demonstrate compliance with the Special Experience Requirements. If the contractor intends to subcontract any specific area 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 specified above 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, size and type to the required work, based on architectural style, construction method and materials and age of building for this particular project. One such prior project of the three must have involved a landmarked building, as officially designated by the City, State or federal government.

General Construction:

- Section 042000: Unit Masonry
- Section 045100: Masonry Cleaning

b. Special Experience Requirement #2: 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.

General Construction:

- Section 072720: Vapor Barrier

c. Special Experience Requirement #3: The contractor or subcontractor performing the work of this section must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within the last twelve (12) months. The three (3) qualifying projects must have utilized one or more of the roofing systems specified for the project being bid herein, been installed by the contractor's or subcontractor's company utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system. In addition, the contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of same.

General Construction:

- Section 075602: Liquid Applied Roofing

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)
PART I - 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 the 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 Substantial Completion	Consecutive Calendar Days	**480**	
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 $1,000,000 or less	**5%**
			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		Addenda, numbered: One	
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: One million seven hundred fifty-eight thousand five hundred thirty three dollars ($1,758,533.00)	
Article 79 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. The New York Public Library, Astor, Lenox and Tilden Foundations and its Trustees, officers, agents and employees.)
■ 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
☐ 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. _____ 3. _____
☐ 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
[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. _____ 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.

[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, and 2. The New York Public Library, Astor, Lenox and Tilden Foundations and its Trustees, officers, agents and employees.
[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. Certificates of Insurance

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. 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.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certification by Insurance Broker or Agent

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____

[Name of broker or agent (typewritten)]

_____

[Address of broker or agent (typewritten)]

_____

[Email address of broker or agent (typewritten)]

_____

[Phone number/Fax number of broker or agent (typewritten)]

_____

[Signature of authorized official or broker or agent]

_____

[Name and title of authorized official, broker or agent (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 (years)
072720	Fluid Applied Membrane Air Barrier	2
075602	Fluid Applied Roofing System	20
074213	Metal Wall Cladding: material	2
	Metal Wall Cladding: finish	20
087100	Finish Hardware: exit devices	3
	Finish Hardware: hinges	5
	Finish Hardware: balance	1
	Finish Hardware: closers	10
085213	Aluminum Clad Windows: material	20
	Aluminum Clad Windows: finish	10
	Aluminum Clad Windows: insulated glass	20
092100	Plaster: bonding agent	5
227000	Gas Booster all system components	1

Specification Number	Material or Equipment	Warranty Period (years)
237413	AHU: compressor	5
	AHU: gas furnace heat exchanger	5
	AHU: solid-state ignition module	3
	AHU: control board	3
265600	Exterior Lighting: luminaires	5
	Exterior Lighting: metal corrosion	5
	Exterior Lighting: color retention	5
	Exterior Lighting: lamps	1

(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.

Drawing	G-000.00	General cover sheet
Drawing	G-00.00	General Notes, Abbreviations and Symbol List/Legend
Drawing	EN-100.00	2016 NYC ECC Tabular Analysis
Drawing	DM-101.00	3rd Floor Roof Demolition Plan
Drawing	DM-102.00	4th Floor Roof Demolition Plan
Drawing	DM-201.00	4th Floor Elevation-Demolition
Drawing	A-101.00	3rd Floor Roof- Construction Plan
Drawing	A-102.00	4th Floor Roof- Construction Plan
Drawing	A-103.00	3rd Floor Part Plan and Reflected Ceiling Part Plan
Drawing	A-104.00	2nd and 1st Floor part Plans
Drawing	A-105.00	Cellar Part Plan
Drawing	A-201.00	4th Floor Elevation-Construction
Drawing	A-301.00	Detail Sections
Drawing	A-302.00	Detail Sections
Drawing	A-303.00	Detail Sections
Drawing	A-401.00	Details
Drawing	A-402.00	Window and Door Schedules
Drawing	S-001.00	Structural General Notes
Drawing	S-101.00	4th Floor Structural Part Plan, Elevation and Details
Drawing	M-001.00	Mechanical Symbols List, Abbreviations and Notes
Drawing	DM-103.00	Mechanical Roof Demolition Plan
Drawing	M-101.00	Mechanical1st Floor and Second Floor Plans
Drawing	M-103.00	Mechanical Roof Plan
Drawing	M-501.00	Mechanical Details
Drawing	M-601.00	Mechanical Control Diagram
Drawing	M-701.00	Mechanical Schedules
Drawing	P-001.00	Plumbing Symbol List, Abbreviations and Notes
Drawing	DM-105	Plumbing Roof Demolition Plan
Drawing	P-103.00	Plumbing Cellar, 3rd Floor and Roof Plans
Drawing	P-501.00	Plumbing Details
Drawing	E-001.00	Electrical Symbols List, Abbreviations and Notes
Drawing	DE-103.00	Electrical Roof Demolition Plan
Drawing	E-103.00	Electrical Roof Power Plan
Drawing	E-600.00	Electrical Riser Diagram
Drawing	FA-001.00	Fire Alarm Symbols, Abbreviations and Notes
Drawing	DM-106.00	Fire Alarm Roof Demolition Plan
Drawing	FA-103.00	Fire Alarm Roof Plan
Drawing	H-001.00	Asbestos Abatement General Notes
Drawing	H-002.00	Asbestos Abatement Partial 3rd Floor – Roof Plan
Drawing	H-003.00	Asbestos Abatement Partial 4th Floor – Roof Plan
Drawing	H-004.00	Asbestos Abatement Storm Water 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:
AC-1	Roof	1	10	208/3	CMS, T	
AC-2	Roof	1	10	208/3	CMS, T	
PF-1	Roof	1	2	208/3	CMS, T	
PF-2	Roof	1	2	208/3	CMS, T	

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 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:
TELEPHONE NUMBER:
DDC PROJECT MANAGER:
TELEPHONE NUMBER:

DATE: _____

APPROVED: _____
(DDC RESIDENT ENGINEER/CPM)

REPORT DATE		FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:							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
013526	Safety and Health Program	X															
013526	Contractor's Safety Plan	X															
013591	Historic Treatment Plan	X															
015000	Site Plan		X														
015000	Reports	X															
015423	NYC DOB Scaffold & Sidewalk Shed Permits	X	X														
015423	Site Logistics/Site Safety Plan	X															

015423	Scaffold & Shed Installation Drawings		X														
024113	Selective Removals and Demolition	X															
028013	Allowance for Incidental Asbestos Abatement	X															
030050	Concrete Work	X															
037330	Concrete Repair Mortar	X															
042000	Unit Masonry	X		X	X												
045100	Flu Liner Masonry	X			X												
047200	Cast Stone	X		X	X												
053000	Metal Deck	X	X														
055000	Metal Fabrications		X		X												
061000	Rough Carpentry	X															
072700	Firestopping/Smoke Seals		X		X												
072720	Fluid-applied Membrane Air Barrier, Vapor Retarding	X	X		X												
074213	Metal Wall Cladding	X	X	X													
075602	Liquid Applied Roofing System	X	X		X												
076000	Flashing and Sheet Metal	X	X	X													
079000	Joint Sealers	X	X	X	X												
081100	Steel Doors and Frames		X		X												
085213	Aluminum Clad Windows		X	X	X												

087100	Finish Hardware		X		X												
092050	Furring and Lathing			X	X												
092100	Plaster			X	X												
092600	Gypsum Board Assemblies				X												
099100	Painting	X	X		X												
220500	Common Work Results for Plumbing		X		X												
220529	Hangers and Supports for Plumbing Piping and Equipment	X	X		X												
220553	Identification for Plumbing Piping and Equipment		X		X												
220700	Plumbing Insulation		X		X												
221413	Facility Storm Drainage Piping	X	X		X												
221423	Storm Drainage Piping Specialties	X	X		X												
227000	Natural Fuel Gas Systems - Plumbing	X	X		X												
230500	Common Work Results for HVAC		X		X												
230513	Common Motor Requirements for HVAC Equipment		X		X												
230529	Hangars and Supports for HVAC Piping and Equipment	X	X														

230593	Testing, Adjusting, and Balancing for HVAC		X														
230713	Duct Insulation		X		X												
233113	Metal Ducts	X	X														
233300	Air Duct Accessories		X		X												
237413	Packaged Outdoor Central-Station Air-Handling Units		X		X												
260500	Common Work Results for Electrical		X		X												
260519	Low-Voltage Electrical Power Conductors and Cables		X		X												
260529	Hangars and Supports for Electrical Systems	X	X		X												
260533	Raceways and Boxes for Electrical Systems	X	X		X												
260553	Identification for Electrical Systems		X		X												
262816	Enclosed Switches and Circuit Breakers		X		X												
265600	Exterior Lighting		X		X												
283111	Digital, Addressable Fire-Alarm System	X	X		X												

TABLE OF CONTENTS
CONTRACT NO 1. – HVAC WORK

CONTRACT # 1

HVAC WORK

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SECTION 024113 SELECTIVE REMOVALS AND DEMOLITION

PART 1 - GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Removal and demolition of selected items from selected areas of the building as indicated on the Drawings; items to be removed include, but are not limited to, the following:

1. Existing roofing system to underlying concrete deck
2. Penthouse exterior wall finish at north façade- including windows and door
3. Exterior finish and roof at 4th floor roof bulkhead
4. Selective interior ceiling, partition and shaft wall removals for plumbing installations

1.03 SUBMITTALS

A. Submit details and procedures for dust and noise control.
B. Submit detailed plan for protection of the public during the work
C. Submit detailed weather and physical protection plan for the vault interior space and utilities located in the vault that are to be maintained during the work.
D. Shoring plan for vault walls.

1.04 RESPONSIBILITY, PROTECTION, DAMAGES, RESTRICTIONS

A. Condition of Space

The Commissioner assumes no responsibility for actual condition of the space in which removals and demolition Work is performed.

B. The 67th Street Library is a Landmark quality building. Materials identified to be re-used shall be removed carefully with hand tools to avoid damage. Samples of all items identified as to be replaced (such as brick) shall be stored for templating of new materials to be installed.

C. Protections

Provide temporary barricades and other forms of protection required to protect NYPL and neighboring personnel and general public from injury due to selective removals and demolition work.

D. Damages

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

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 INSPECTION

A. Prior to commencement of the selective removals and demolition work, inspect the areas in which the Work will be performed. Determine and list the existing conditions of rooms or area surfaces and equipment. After the work in each respective area is completed, determine if adjacent surfaces or equipment have been damaged as a result of the work; if so, the damage shall be corrected at the Contractor's expense.

3.02 REMOVALS AND DEMOLITION WORK

A. Perform selective demolition work in a systematic manner and use such methods as are required to complete the work indicated, and in accordance with the Specifications and governing City, State, and Federal regulations.

B. When walls, partitions, floors, and ceilings (or portions thereof) are indicated to be removed; unless indicated otherwise:

1. Refer to the drawings for items to be removed and/or temporarily re-located.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with NYC, State, and Federal regulations.

B. Burning of removed materials is not permitted on the job site.

3.04 CLEAN-UP AND REPAIR

A. Upon completion of removals and demolition work, remove tools, equipment and all remaining demolished materials from the site.

B. Repair all damaged areas caused by the removals and demolition Work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work. Repair materials shall match the existing construction. New and adjacent surfaces shall be painted to match the existing. Paint shall extend to include the entire surface in which the repair has been made.

C. All areas in which Work was performed under this Section shall be left "broom-clean."

3.05 OWNERSHIP OF MATERIALS

A. All equipment, materials, and items removed shall remain the property of the Contractor and shall be removed from the site by the Contractor.

END OF SECTION 024113

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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 than 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 NIOSH 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

A. 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.

B. 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.

C. 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 1.08, multiplied by the unit price in Section 1.04.

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.

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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 67th Street Branch Library, located at 328 East 67th Street, Manhattan, NY 10065.

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 Revised Issue for Construction documents titled "67th Street Branch Library Roof and HVAC Replacement", dated 04/05/17, prepared by Syska Hennessy Group, Inc.;

2. "Final Report of Asbestos Survey Services 67th Street Branch Library Roof and Mechanical Equipment Replacement," by Cardo ATC, dated 02/18/15.

3. "Supplemental Asbestos Survey Services 67th Street Branch Library Roof and HVAC Replacement" by LiRo, dated 05/25/17.

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 tar on pitch pockets, duct insulation, tar flashing on gray metal, copper and parapet wall, wall plaster (both coats), etc.

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-002.00: Partial 3rd Floor Roof Plan

a. Remove and dispose of asbestos-containing tar on pitch pockets, tar flashing on gray metal, copper and parapet wall and duct insulation within Work Area 1. Asbestos-containing materials within Work Area 1 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-107 Foam Procedure for Roof Removal and NYCDEP Title 15, Chapter 1, § 1-109 Abatement from Vertical Exterior Surfaces Removal.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYCDEP Title 15, Chapter 1, § 1-107 Foam Procedure for Roof Removal	60 Sq. Ft. of Tar on Pitch Pockets	–
	NYCDEP Title 15, Chapter 1, § 1-109 Abatement from Vertical Exterior Surfaces Removal	540 Sq. Ft. of Duct Insulation (2 Layers)	–
		160 Sq. Ft. of Tar Flashing on Gray Metal, Copper and Parapet Wall	–

2. Drawing H-003.00: Partial 4th Floor Roof Plan

a. Remove and dispose of asbestos-containing tar on pitch pockets and duct insulation within Work Area 2. Asbestos-containing materials within Work Area 2 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-107 Foam Procedure for Roof Removal and NYCDEP Title 15, Chapter 1, § 1-109 Abatement from Vertical Exterior Surfaces Removal.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
2	NYCDEP Title 15, Chapter 1, § 1-107 Foam Procedure for Roof Removal	60 Sq. Ft. of Tar on Pitch Pockets	–
	NYCDEP Title 15, Chapter 1, § 1-109 Abatement from Vertical Exterior Surfaces Removal	2,600 Sq. Ft. of Duct Insulation (2 Layers)	–

3. Drawing H-004:.00 Storm Water Riser Diagram

a. Remove and dispose of assumed asbestos-containing wall plaster (both coats) and ceiling plaster (both coats) within Work Area 3. Assumed asbestos-containing materials within Work Area 3 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedure.

b. Remove and dispose of assumed asbestos-containing wall plaster (both coats) and ceiling plaster (both coats) within Work Area 4. Assumed asbestos-containing materials within Work Area 4 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedure.

c. Remove and dispose of assumed asbestos-containing wall plaster (both coats) and ceiling plaster (both coats) within Work Area 5. Assumed asbestos-containing materials within Work Area 5 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedure.

d. Remove and dispose of assumed asbestos-containing wall plaster (both coats) and ceiling plaster (both coats) within Work Area 6. Assumed asbestos-containing materials within Work Area 6 shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedure.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
3	NYCDEP Section § 1-106 Tent Containment Procedure	1 Sq. Ft. of Assumed ACM Wall Plaster (both coats)	–
		1 Sq. Ft. of Assumed ACM Ceiling Plaster (both coats)	–
4		1 Sq. Ft. of Assumed ACM Wall Plaster (both coats)	–
		1 Sq. Ft. of Assumed ACM Ceiling Plaster (both coats)	–
5		1 Sq. Ft. of Assumed ACM Wall Plaster (both coats)	–
		1 Sq. Ft. of Assumed ACM Ceiling Plaster (both coats)	–
6		1 Sq. Ft. of Assumed ACM Wall Plaster (both coats)	–
		1 Sq. Ft. of Assumed ACM Ceiling Plaster (both coats)	–

D. The facility is under the jurisdiction of the New York City Public Library. 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 of 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 of 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 wellbeing, 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 wellbeing; 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 wellbeing; 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 cutoff 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 setup 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	Half mask	Full face piece	Helmet/hood
1. Air-Purifying Respirator[1,2]	[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 face pieces, and half masks with elastomeric face pieces.

[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 face piece 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 tape. 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 cutoff 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 utilizing NYCDEP Title 15, Chapter 1 §1-106 Tent Containment Procedures and/or Tent and Glove-bag Procedures utilizing NYDEP Title 15, Chapter 1 §1-105 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 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 PART 3 - EXECUTION, Sections 3.01 and 3.02 of these

Specifications. Decontamination facilities may be remote from the Work Areas.

e. Construct rigid framework to support Work Area barriers. 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.

f. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of fire retardant 6-mil plastic and minimum 3/8" 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. Any opening greater than 32 square feet shall be framed with 2-inch by 4-inch studding placed 16 inches on center.

g. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour and negative pressure of -0.02" of water column 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 vacuums to produce a negative air pressure inside the enclosure is prohibited.

h. 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. 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.

i. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.

j. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacture equipped with HEPA filtered local exhaust ventilation.

k. 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.

l. There shall be an airlock at the entrance to the tent, unless there is an attached worker or waste decontamination system.

m. Plasticize the area after pre-cleaning, using the following procedures.

Do not apply polyethylene sheeting to the wall and ceiling surfaces that will be demolished to access ACM.

(1) Cover floor with one layer of fire retardant 6-mil polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.

(2) Cover walls with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.

(3) Cover ceilings with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to wall layer.

(4) Repeat procedure for second layer. All joints in polyethylene sheeting shall be glued and taped in such a manner as to prohibit air passage. Joints on plastic layers shall be staggered to reduce the potential for water to penetrate.

(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 as described in this Specification.

(7) Repeat preparation of areas accessed by demolition activities as described above.

(8) 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.

(9) Protect non-ACM insulation within the Work Area(s) with two individual layers of fire retardant 6-mil polyethylene sheeting. Sheeting shall remain in-place until satisfactory clearance air monitoring results are achieved.

n. Installation of glove-bags for removal of thermal system insulation, when required:

(1) General: Glove-bag operations shall be performed using commercially available glove-bags of at least fire retardant 6-mil, transparent plastic appropriately sized for the diameter of the material to be removed. The use of "moveable" glove-bag

techniques is strictly forbidden. At no time, shall the glove-bag be sized to allow for the removal of more than three linear feet of insulation. Glovebag procedures may only be used in conjunction with full containment of the work area or the tent procedure.

(2) Place the necessary tools and materials inside of the tool pouch of the glove-bag before the glove-bag procedure begins.

(3) Place duct-tape securely around the affected area to form a smooth area to which the glove-bag can be securely fastened.

(4) Attach glove-bag to the cable, wire or pipe. Seal top of glove-bag by double folding and stapling. Place duct-tape along the seam to form an airtight seal. Seal sides of glove-bag, where cable, wire or pipe passes through, with duct-tape to form an airtight seal.

(5) If the material adjacent to the work section is damaged, terminates, is jointed or contains an irregularity, wrap the section in two layers of 6-mil fire retardant polyethylene sheeting and seal airtight with duct-tape.

(6) Smoke test each glove-bag as indicated below. The Third-Party Air Monitor shall be present during all smoke testing.

(7) The glovebag shall be placed under negative pressure utilizing a HEPA vacuum, and a smoke tube shall then be aspirated to direct smoke at all seams and seals from outside the glovebag. Any leaks detected by the smoke test shall be duct taped airtight.

(8) All necessary tools and materials shall be brought into the work area before the glovebag procedure begins.

(9) Glovebag procedures shall be conducted by workers specifically trained in glovebag procedures and equipped with appropriate personal protective equipment.

(10) The insulation diameter worked shall not exceed one half the bag working length above the attached gloves.

o. Glovebag procedures shall be conducted by workers specifically trained in glovebag procedures and equipped with appropriate personal protective equipment.

p. 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 Thermal Insulation Using Glove-Bag Techniques:

a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.

b. Remove the insulation using hand tools such as knives or scissors.

c. Exercise caution when removing insulation.

d. Remove any residual asbestos-containing insulation from the substrate using wet cleaning methods and nylon-bristled hand brushes.

(1) Any insulation ends created by this procedure shall be sealed with encapsulant prior to bag removal or thoroughly wetted before bag removal and sealed with wettable cloth end caps and spray glue or any combination of these materials immediately following bag removal.

(2) The tool pouch shall be separated from the bag prior to disposal by twisting it and the wall to which it is attached several times, and taping the twist to hold it in place, thus sealing the bag and the pouch which are severed at the midpoint of the twist. Alternatively, the tools can be pulled through with one or both glove inserts, thus turning the gloves inside out. The glove(s) is/are then twist sealed forming a new pouch, taped and several mid-seal forming two separate bags.

(3) A HEPA vacuum shall be used for evacuation of the glovebag in preparation for removal of the bag from the surface for clean-up in the event of a spill, and for post project clean-up.

(4) With the glovebag collapsed and the ACM in the bottom of the bag, the bag shall be twisted several times and taped to seal that section during bag removal.

(5) A 6-mil plastic bag shall be slipped around the glovebag while it is still attached to the surface. The bag shall be detached from the surface by removing the tape or cutting the top with blunt scissors.

(6) The asbestos-containing waste, the clean-up materials, and protective clothing shall be wetted sufficiently, double-bagged minimizing air content, sealed separately, and disposed of in conformance with applicable regulations.

3. Removal of ACM Utilizing Tent Containment Procedure:

a. Tent procedures shall be limited to the removal of less than 260 linear feet and 160 square feet of ACM and shall not result in disturbance of ACM during tent erection.

b. Mist material with amended water and/or foam. Allow sufficient time for the amended water to penetrate the material to be removed.

c. Cut bands, wire or other items placed over insulation or ACM.

d. Remove the ACM using hand tools such as knives or scrapers.

e. Exercise caution when removing ACM.

f. Remove any residual asbestos-containing material from the substrate using wet cleaning methods.

g. Seal exposed ends of remaining insulation or ACM with a "wettable cloth" and/or encapsulant.

h. Place the removed 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.

i. Following the completion of removal of ACM, all visible residue shall be removed from the substrate.

4. Following Removal of ACM Utilizing Tent Containment or Tent/Glovebag Procedure:

a. Clean all visible accumulations of loose ACM. Metal shovels shall not be used within the Work Area.

b. Accumulations of dust shall be cleaned continuously until completion of clean up.

c. After removal of all visible accumulations of ACM, the area shall be:

(1) Wet cleaned using rags, mops or sponges.

(2) Permitted sufficient time to dry, prior to HEPA vacuuming all substrates.

(3) Lightly encapsulated to lockdown residual asbestos. A thin coat of an encapsulating agent shall be applied to any surfaces in the Work Area which were not the subject of removal or other remediation activities. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring results. 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.

(4) The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.

(5) 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.

(a) All waste shall be removed from the Work Area and holding areas.

(b) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.

(6) 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.

(7) The Work Area shall be vacated for a minimum of one hour to allow fibers to settle prior to clearance air monitoring, when required.

d. Final Barrier Removal

(1) Upon receipt of acceptable clearance testing results polyethylene sheeting (inside layers) and Isolation Barriers shall be removed and disposed accordingly as ACM. The tent shall be collapsed inward, enclosing the contaminated clothing. This contaminated material shall be disposed of in another plastic bag. The HEPA vacuum shall be decontaminated and sealed.

(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 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.

D. Removal of ACM Roofing and Flashing Materials utilizing NYC DEP § 1-107 Foam Procedure for Roof Removal shall be as follows:

1. Preparation procedures:

a. These procedures apply only to the removal of asbestos-containing roofing material (ACRM) from exterior roof surfaces. The work area on the roof shall be cordoned off with clearly visible barriers such as caution tape, and only authorized persons shall have access.

b. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.

c. The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates.

d. The foam or viscous liquid shall wet the ACRM. The ACRM shall be kept wet through the bagging process.

e. Persons entering the work area shall wear correctly-fitting, good traction rubber boots.

f. Abatement shall not be carried out during adverse weather conditions (e.g., precipitation, high winds, ambient temperature below 32 degrees Fahrenheit, etc.).

g. The worker decontamination unit may be attached to each work area at an entry/exit from each work area, or may be remote, in which case it shall be equipped with an airlock at the entrance. In addition to the

shower head(s), the shower room shall be equipped with a flexible hose for waste decontamination for removal of less than 1,000 square feet of ACRM. For 1,000 square feet or more of ACRM removal, a separate waste decontamination facility shall be located at an entry/exit from each work area. Remote holding areas for the asbestos containing waste shall comply with Title 16, Chapter 8, Rules of the City of New York (16 RCNY 8 et. seq.).

h. Movable objects shall be removed from the work area, or kept in place and wrapped in one sheet of fire retardant 6 mil plastic sheeting.

i. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings shall be sealed with 2 layers of fire retardant 6 mil plastic or fitting with HEPA filters when appropriate. Temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange instead of sealing vents, air intakes, etc., with 2 layers of plastic or HEPA filters. Drains may be equipped with 5 micron filtering system in lieu of being sealed.

j. Fixed objects including perimeter walls, bulkheads, cooling towers, ducts and other rooftop appurtenances shall be covered in one sheet of fire retardant 6 mil plastic up to a height of at least six feet.

k. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE INTERIOR SPACES BENEATH THE ROOF.

l. All office equipment and furniture, including but not limited to desks, chairs, computers, printers, cabinets, etc., carpeted and wooden floors shall be covered with one layer of 6- mil plastic sheeting.

m. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR IN THE INTERIOR SPACES, INCLUDING BUT NOT LIMITED TO OFFICE EQUIPMENT, FURNITURE, FLOORS, ETC., BENEATH THE ROOF DURING ALL PHASES OF THE ROOF ABATEMENT.

n. The asbestos abatement contractor shall provide temporary roof protection consisting of 10-mil polyethylene sheeting following abatement over the open roof areas. Strict coordination with the General Asbestos abatement contractor, Construction Project Manager and/or Architect is required and necessary during this phase of abatement.

o. Preliminary examination shall be conducted and precautions shall be taken to prevent damage to the interior of the building, including but not limited to office equipment, furniture, carpeted and wooden floors,

etc., and to ensure no adverse effect on the structural stability of the roof due to the abatement activity.

p. Abatement activities shall not be carried out during adverse weather conditions (e.g., precipitation, heavy winds, etc.).

q. The floor area between the remote decontamination facility and the Work Area must be protected with 2 layers of 6-mil. Polyethylene sheeting suitably anchored.

r. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings are to be sealed with two layers of 6-mil plastic or fitted with HEPA-filters where appropriate. In lieu of sealing vents, air intakes, etc., with two layers of plastic or HEPA-filters, temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange. Drains may be equipped with 5 micron filtering systems in lieu of being sealed.

s. 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 Roofing and Flashing Materials:

a. The asbestos abatement contractor shall be responsible for the removal of all roofing components, including multiple layers of built-up membrane, tar, vapor barrier and/or flashing down to the substrate/deck.

b. Prior to actual removal, the built-up roofing shall be blanketed and wetted with a minimum 1" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged. The foam or viscous liquid shall be confined to the work area.

c. Hand-held power tools used to drill, cut into, or otherwise disturb the ACRM shall be equipped with the HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release.

d. Abatement shall not be performed in adverse weather conditions (e.g., precipitation, heavy winds, etc.). Asbestos abatement contractor shall protect all exposed roof during adverse weather conditions.

e. Portable HEPA-vacuum machines shall be available during abatement.

f. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed, and then wet-cleaned and transferred into the shower room for double bagging. The double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.

3. Following Removal of ACM Roofing and/or Flashing:

a. Upon completion of the abatement in roof work area, clean-up procedures shall involve removal and bagging of:

b. The asbestos containing roofing material (ACRM)

c. Visible accumulations of asbestos containing waste

d. All excess foam or similar viscous liquid

e. All debris, and shall be followed by a thorough wet cleaning.

f. All tools shall be wet cleaned and HEPA-vacuumed, and then removed from the work area upon completion.

g. Following the removal of all debris, the work area shall be thoroughly wet cleaned. The work area shall be allowed to dry completely before the visual inspection is conducted. The inspection shall confirm the absence in the work area of:

(1) ACM, debris, bagged ACM waste,

(2) Excess foam or other viscous liquid.

h. If the work area fails visual inspection, it shall undergo another wet cleaning and/or HEPA vacuuming until it passes the visual inspection.

i. When the visual inspection and clearance testing is successful, all plastic may be removed.

j. Air monitoring shall be conducted in accordance with the relevant

provisions of Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule.

E. 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

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SECTION 03 00 50 CONCRETE WORK

PART 1 - GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Furnish material, equipment, labor, services required to provide for the concrete Work indicated. Work includes the installation of concrete infill at the 4th floor roof.

1.03 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. American Concrete Institute (ACI) standards, latest editions.

C. "Placing Reinforcing Bars - CRSI-WCRSI Recommended Practices", latest edition. Concrete Reinforcing Steel Institute.

1.04 DEFINITIONS

A. Exposed to view: Situated so that it can be seen from eye level from a public location as stated in ACI 301.

B. Normal weight concrete: Concrete for which density is not a controlling attribute, made with aggregates of the types covered by ASTM C33 and usually having unit weights in the range of 135 to 160 lb/ft^3.

1.05 DESIGN REQUIREMENTS

A. Performance Characteristics:

1. The minimum compressive strength of concrete shall be 4000psi.

2. For normal weight concrete, the maximum water to cement ratio shall be 0.40.

1.06 SUBMITTALS

A. Product Data

Submit manufacturers' information for the following:

1. Admixtures

2. Curing compounds

3. Bonding Agent

4. Reinforcement

B. Shop Drawings

1. Immediately after award of Contract, prepare shop drawings showing all fabrication dimensions and locations for placing of the reinforcing steel and accessories. Follow detailing recommendations of ACI 315. Shop Drawings are to be prepared by a rebar detailer.

2. Shop drawings will be checked for size of material and spacing by the Commissioner, which shall not render the Commissioner responsible for any errors in construction dimensions, quantities, bends, etc. that have been made in preparation of the shop drawings. The Contractor shall assume full responsibility for the correctness of quantities, dimensions and fit.

3. Do not order or deliver reinforcement to job site prior to approval of drawings.

C. Quality Control Submittals

1. Design Data: Submit design mixes for concrete, including list of admixtures to be used to the Commissioner. Design mix for lightweight concrete shall include both

the dry and saturated (SSD) weights of the aggregate. After approval and prior to placement, send the approved mix to The City of New York's laboratory.

2. Certificates

a. Building Department form TR3, signed and sealed by the licensed concrete laboratory and concrete producer.

b. Admixture manufacturer's certificate stating that the chloride content of the admixture will not exceed 0.05% by weight.

c. Concrete laboratory license number and certification of meeting ASTM E329 standards.

d. Concrete producer's certificate stating the plant and trucks are NYSDOT approved.

e. Concrete producer's Computer Batch Ticket in accordance with Section BC 1905.8.2 of the 2014 NYC Building Code must be presented at site before concrete is placed for every load of concrete delivered.

3. Contractor Qualifications

Provide proof of Installer, Producer, and Rebar Detailer qualifications specified under "Quality Assurance".

1.07 QUALITY ASSURANCE

A. Qualifications

1. Concrete Installer: Company specializing in performing the Work of this Section shall have three years minimum experience on successful projects of similar size.

2. Concrete Producer: Company specializing in the production of concrete shall be properly trained by the National Ready Mixed Concrete Association (NRMCA) and shall have certification by either a City of New York Agency or the NYS Department of Transportation. The plant shall use NYSDOT approved trucks and drivers shall be properly trained by the NRMCA.

3. Rebar Detailer: Company shall be specialized in the detailing of reinforcing bar shop drawings with a minimum of three years experience.

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 other governmental authorities. 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: The ACI Standards contained in the ACI Manual of Concrete Practice 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. The Contractor shall keep a copy of ACI SP-15 - "Field Reference Manual" at the site.

C. Certifications

Cement and aggregate shall be acquired from the same source for all work. If a change in suppliers is required, a new mix submittal must be produced with the new material and submitted for approval.

D. Coordination

Coordinate this work with the work of other Divisions so that items to be installed are done so correctly and in proper sequence.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Protect material from the elements and from other damage on the site before, during, and after installation. Store reinforcement in location to prevent rusting, etc.

B. Insure proper identification of reinforcement after bundles are broken.

C. Replace and pay for material and work damaged to the satisfaction of the Commissioner.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Adequately protect concrete placed during rain, sleet, or snow, or when the mean daily temperature falls below 40°F or rises above 90°F as provided in "Mixing and Placing Concrete".

PART 2 - PRODUCTS

2.01 MATERIALS

A. Cementitious Materials:

1. Portland cement: Shall conform to ASTM C150 Type II (Maximum 8% C_3A) unless otherwise permitted by the Commissioner and shall be of the non air-entrained type. Provide Type II for exterior pavements.

2. Slag cement: Shall conform to ASTM C989, Grade 100 or 120.

3. No other alternate cementitious materials may be utilized.

B. Admixtures

1. The use of admixtures shall comply with the requirements of Section BC 1903.6 of the 2014 NYC Building Code. The final soluble chloride content in concrete, percent by weight of cement, due to the addition of admixtures and other ingredients shall not exceed .05 at 28 days.

2. Air-entraining admixtures shall conform to ASTM C260.

3. Chemical admixtures shall conform to ASTM C494.

C. Water: Clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.4 of the 2014 Building Code.

D. Aggregate: Maximum size of coarse aggregate shall conform to paragraph 3.3.2 of ACI 318.

1. Aggregates for normal weight concrete shall conform to ASTM C33 and be of Size No.67

E. Curing Compounds

1. Clear Curing and Sealing Compound (A.I.M. Regulations - VOC Compliant, 350 g/l): Liquid type membrane-forming curing compound, clear styrene acrylate type, complying with ASTM C1315, Type I, Class A, 25% solids content minimum. Moisture loss shall be not more than 0.40 Kg/m^2 when applied at 300 sq. ft./gal. Manufacturer's certification is required.

2. Curing Compounds shall be "Super Diamond Clear VOX" by The Euclid Chemical Company or "Masterkure 100W" by Master Builders.

2.02 MIXES

A. General: Concrete for all parts of the Work shall be of the specified quality capable of being placed without excessive segregation and, when hardened, of developing all characteristics required by the Specifications and Drawings.

B. Strength: Strength requirements given in Part 1 of this Specification are based on 28-day compressive strength, unless high early strength is specified, in which case required strengths are based on 7-day compressive strength. Mixes with slag will have a slower initial set time, which must be taken into account when finishing.

C. Method of Proportioning

1. Proportion, batch, and mix concrete in accordance with Section BC 1905. 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. Proportion the concrete mix in accordance with Section BC 1905.3.

2. Mix designs are specific to material used, concrete producer, and method of placement. Each mix design must be reviewed by the Commissioner and accepted prior to placement along with accompanying TR3 signed by the New York City licensed Concrete Testing Lab and concrete producer.

D. Normal Weight Concrete

1. Unless otherwise specified, proportion and produce normal weight concrete to have a maximum slump of 4" or less. A tolerance of up to 1" above the indicated maximum shall be allowed for individual batches provided the average for all batches or the most recent 10 batches tested, whichever is fewer, does not exceed the maximum limit. The slump shall be determined by ASTM C143. Concrete containing High Range Water Reducer shall have a slump not exceeding 9", unless other wise approved by the Commissioner. The concrete shall arrive at the job site at a slump of 2" to 3", be verified by the Commissioner, and the HRWR admixture added to increase the slump to the approved level.

2.03 SOURCE QUALITY CONTROL

A. Tests

1. City of New York's Testing Laboratory will review and/or check test proposed materials for compliance with the Specifications prior to construction.

2. The Testing Laboratory will perform field tests as work progresses as listed in "Field Quality Control".

B. Inspection

1. Notification

   a. Notify City of New York in writing at least forty-eight hours in advance of each concrete placement. City of New York will notify the Testing Laboratory immediately to order out the necessary concrete technicians to cover the work.

   b. During the placement of the concrete, notify City of New York immediately of any delay at the concrete plant or at the job site. Where City of New York decides to provide a technician at the plant, do not mix concrete or add admixtures unless the Technician is present. Do not add admixtures to be added at the site unless the Technician is present.

2. Contractors Responsibility for Quality Control

   a. The Contractor will receive a copy of all reports prepared by the Laboratory and/or Special Inspector. Copies of the daily concrete reports prepared by the Special Inspector will be available for reference.

   b. The Contractor will therefore be afforded an opportunity to review all reports and mix data and submit to the Special Inspector any recommendations in changing the mixes provided they conform to the Code and Specifications. Any testing required because of changes in materials or proportions of the mix requested by the Contractor, as well as any extra testing of concrete or materials occasioned by the failure to meet Specification requirements shall be at the Contractor's expense. The Contractor, at any time, can arrange to have independent tests made at own expense by an approved laboratory and submit the reports and recommendations to the Special Inspector and Commissioner.

   c. The tests and inspections, as provided in the Code, do not in any way relieve the Contractor of responsibility to construct the Work in accordance with the Drawings and Specifications and to use safe, standard methods of construction at all times, safeguarding the public, workmen, and structure. The Contractor shall be solely responsible for the physical control of the materials and concrete mixes, and shall see that such mix designs, tests, and controls are in accordance with the Code and Specifications.

   d. It shall be the Contractor's complete responsibility to adjust, alter, and/or correct any controls necessary in materials and/or concrete operation based upon tests and inspections made by City of New York or the Contractor's independent tests. If, during the course of the concrete operations, a lower water content or more cement is needed per cubic yard above that used in the approved design mix, provide same at no additional cost to City of New York.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to placement of concrete, verify that the concrete cover over the reinforcement is that specified on Drawings and that reinforcement and all other embedded items are provided and held securely, positioned accurately, and will not be a detriment to concrete placement.

B. Examine all adjoining work on which this Work is in anyway dependent for proper installation and workmanship. Report to the City of New York any condition that prevents the performance of this Work.

3.02 PROTECTION

A. Protect concrete members on grade and the subgrade from freezing before and after installation. Provide blankets and other items necessary.

B. Protect adjacent finish materials and previously poured concrete against spatter during concrete placement.

C. Provide and maintain barricades and safeguards around openings, etc. to protect workmen from injury and to comply with all Building Code, OSHA, and City of New York regulations.

3.03 FORMWORK

A. Provide formwork wherever necessary to confine concrete to the required shapes shown on Drawings. Follow all procedures of Section 2 of ACI 301, ACI 347, and Section BC 1906 of the 2014 NYC Building Code. Formwork, reinforcement, and embedded items shall be clean of all accumulated mortar from previous concreting and other foreign material. Repair or replace any formwork as required.

B. Cover the surfaces of the rough with an approved form release agent that will effectively prevent absorption of moisture, prevent bond with the concrete, and which will not stain the concrete surfaces. Do not apply oil or release agents on formwork for concrete to receive additional concrete (such as at construction joints). Apply at a rate that will help achieve the finish specified below. Follow manufacturer's recommendations.

C. Adequately support and substantially brace formwork to hold lines and shape. Securely brace forms against lateral deflection. Formwork shall be tight jointed to prevent leakage of concrete.

D. Place chamfer strips in the corners of forms to produce beveled edges (chamfers) on permanently exposed surfaces and wherever else shown on Drawings.

E. Provide "Rough Form Finish" for surfaces not exposed to view. Use plywood or metal forms coated with a release agent.

F. Remove forms in such a manner as to assure the complete safety of the structure as required by Section BC 1906.5 of the 2014 NYC Building Code. Formwork not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations and as required by G below.

G. When repair of surface defects or finishing is required at an early age, remove forms as soon as the concrete has hardened sufficiently to resist damage from removal operations.

3.04 REINFORCEMENT

A. Place reinforcement in accordance with CRSI "Placing Reinforcement Bars", Section 3 of ACI 301, and Section BC 1907.5 of the 2014 NYC Building Code.

B. Unless otherwise permitted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.

C. Support and fasten together all reinforcement to prevent displacement by construction loads or placing of concrete.

D. Lifting of bars and welded wire fabric into position during placement of concrete is not permitted.

E. Where the concrete surface will be exposed to the weather in the finished structure, the portions of all accessories within 1/2" of the concrete surface shall be non-corrosive or protected against corrosion.

F. Provide minimum protective cover given in Section BC 1907.7 of the 2014 NYC Building Code if not indicated on Drawings.

G. All splices not shown on the Project Drawings shall be shown on the shop drawings and approved by the Commissioner.

H. All embedment lengths not shown on the Project Drawings shall be shown on the shop drawings and approved by the Commissioner.

3.05 PREPARATION

A. Remove ice, excess water, trash, and rubbish from forms.

B. Remove hardened concrete from inner surfaces of conveying equipment and all formwork, reinforcement, and dowels.

C. Prepare previously placed concrete to be in contact with new concrete in the manner described under "Construction Joints".

D. Prepare existing concrete to be in contact with new concrete by roughening and cleaning the surface and applying a bonding agent. Surface must be free of laitance. Concrete must be placed after agent cures and within 20 hours of applying bonding agent. If time elapses, apply a new application in accordance with the directions of the manufacturer.

E. Do not place concrete on frozen ground.

3.06 JOINTS AND EMBEDDED ITEMS

A. Construction Joints

1. Make joints not shown on Drawings at locations that will least impair the strength of the structure and comply with requirements of Section BC 1906.8 of the 2014 NYC Building Code. Such location is subject to the approval of the Commissioner.

2. Continue reinforcement across joints. Provide longitudinal keys at least $1^1/_2$" deep in walls and provide other keys as required. Drawings indicate keys or roughened surface at interface of walls and footings.

2. Thoroughly clean concrete surface of oil, grease, and other contaminants and remove all laitance prior to placement of adjoining concrete. Roughen surface of the concrete in an approved manner that will expose the aggregate uniformly to a 1/4" amplitude and will not leave laitance, loosened particles of aggregate, or damaged concrete at the surface. Dampen surface immediately prior to placement.

B. Other embedded items

1. Place all sleeves, anchors, and other embedded items required for the Work of other Divisions or for their support prior to concreting.

2. Provide ample notice and opportunity for items of other Division to be introduced and/or furnished for installation before concrete is placed. Coordinate the Work of the other Divisions so all items are placed in their proper location.

3.07 MIXING AND PLACING CONCRETE

A. General

1. Notify The City of New York at least 48 hours in advance of each concrete placement. Do not place concrete without approval of The City of New York.

2. Do not allow rainwater to increase mixing water nor damage surface finish.

3. When placing concrete in cold weather (air temperature below 40°F), concrete shall contain either an accelerating admixture or use Type III cement.

4. Production of concrete, including batching and mixing, shall be done in accordance with the requirements of Section 4 of ACI 301 and Section BC 1905.8 of the Building Code.

5. Placement of concrete shall be done in accordance with the requirements of Section 5 of ACI 301 and Sections BC 1905.9 through 1905.13 of the Building Code. All consolidation shall be done by vibration.

B. Mixing

1. Batch, mix, and transport ready-mixed concrete in accordance with the appropriate sections of ASTM C94 and Section BC 1905.8.2 of the 2014 NYC Building Code. Truck mixers and agitators shall meet the requirements of the Truck Mixers Manufacturer's Bureau or shall comply with Section 8.1.2 of ASTM C94 and shall be NYSDOT approved. All trucks shall have working revolution counters and site gages.

2. Batch and mix other concrete in accordance with subsection 4.3.1 of ACI 301.

3. Use of chemical admixtures must be approved by the Commissioner.

4. Unless otherwise approved by the Commissioner, concrete shall be deposited within $1^1/_2$ hours or 300 revolutions of the mixing drum, whichever comes first, after introduction of water to the cement or cement to the aggregate. When the ambient temperature rises above 90°F, the time shall be decreased to 1 hour.

5. Tempering and control of mixing water

   a. Mix concrete only in quantities for immediate use. Concrete which has started to set shall not be retempered, but shall be discarded. Water shall not be added at the site.

   b. For concrete containing HRWR (Superplasticizer), if loss of slump occurs, HRWR may be redosed at the site as long as a "flash set" has not occurred. Redosage procedures must be discussed and approved by the Commissioner and the admixture manufacturer.

C. Placing: Place concrete in accordance with ACI 304R, ACI 318, and Sections BC 1905.9 and BC 1905.10 of the 2014 NYC Building Code.

1. Consolidate all concrete by vibration so that the concrete is thoroughly worked around the reinforcement, around embedded items and into corners of forms, eliminating all air or stone pocket or weakness. Internal vibrators shall be the largest size and most powerful that can be used in the Work, as described in Table

5.1.5 of ACI 309R, with a minimum frequency of 7000 revolutions per minute and shall be operated by competent workmen. Over-vibrating and use of vibrators to transport concrete within forms is not permitted. Insert and withdraw vibrators at many points, from 18" to 30" apart. At each insertion, the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation, generally from 5 to 15 sec duration. Keep a spare vibrator on the job site during all concrete placing operations.

2. Cold Weather Concrete Protection

When the mean daily temperature of the atmosphere is less than 40°F during concreting, or within 24 hours thereafter, follow the procedures outlined in ACI 306R to protect the concrete. Temperature of the plastic concrete shall be no lower than 55°F. Heat all forms, reinforcing steel, and surfaces to receive concrete above the freezing point and keep them completely free of frost, snow, and ice.

3. Hot Weather Protection: When the mean daily temperature of the atmosphere is over 90°F during concreting, follow the procedures outlined in ACI 305R to protect the concrete.

4. As per NYC Building Code requirements, all concrete washout water, if washed out on site, shall be collected in water tight containers placed on the site for holding prior to legal disposal off site. Wash water is not permitted to be disposed of in storm, sanitary, or combined sewers.

3.08 FINISHING OF FORMED SURFACES AND REPAIR OF SURFACE DEFECTS

A. General

1. Remove forms as soon as practicable.

2. Repair surface defects, including tie holes and cracks, immediately after form removal. Patches shall be of quality to match the specified finish.

3. Remove oil, grease, compounds, and other contaminants from surfaces and areas to be repaired.

4. Provide finishes specified below immediately after form removal.

5. Provide curing and protection.

B. Repair of Surface Defects

Repair surface defects in accordance with subsection 5.3.6 of ACI 301. At the City of New York's discretion, repair mortars and coatings shall be employed to rectify defects. Materials shall be as selected by the City of New York.

C. Tie Holes and Other Repairs

1. Remove ties, nails, and other form accessories below the concrete surface when the surface is exposed to view and/or the elements. For surfaces not exposed to view or the above mentioned conditions, remove metal to the surface.

2. Undercut surfaces of holes. After cleaning and thoroughly dampening the holes, fill them solid with the patching mortar. The mortar shall match the color of the existing concrete for concrete exposed to view as specified in paragraph B above.

D. Formed Finishes

1. Rough Form Finish: Provide for concrete not exposed to view.

a. Repair concrete surface as indicated above.

b. Chip or rub off fins exceeding 1/4" in height.

E. Acceptance of Concrete Finish

If the finish produced is not acceptable to the City of New York, the Contractor shall be responsible for all costs incurred to produce an acceptable finish by whatever means determined by the City of New York. Remove stains, rust, efflorescence, and other surface deposits to the satisfaction of the City of New York.

3.9 CURING AND PROTECTION

A. General

1. Begin curing concrete immediately after placement and finishing. Protect all freshly deposited concrete from premature drying and excessively hot or cold temperatures and maintain it with minimal moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete. Detailed procedures are given in ACI 308.

2. Do not apply curing compounds to surfaces receiving waterproofing, adhesives, or additional concrete unless approved by adhesive or material manufacturer or compound is removed in an approved manner. As an alternate, provide wet curing.

B. Procedure

1. Concrete surfaces in contact with forms:

a. Minimize moisture loss from forms exposed to heating by the sun by keeping forms wet until they are removed.

b. Apply two(2) coats curing compound immediately after form removal

C. Cold Weather Curing

Concrete must be protected from water loss. This shall be accomplished by the application as soon as possible without harm to the concrete surfaces of curing compounds. In all other respects, curing shall conform to applicable provisions of this Section. Concrete temperature shall be maintained between 50°F and 70°F.

D. Hot Weather Curing

1. During the period June 1 to October 1 or when hot weather conditions require it, maintain continuous water curing for a minimum period of twenty-four hours. Provide for wind breaks, shading, and other necessary provisions.

2. After 24 hours, apply two (2) coats curing

E. Protection from mechanical injury: Protect concrete from mechanical disturbances during curing period as described under "Protection and Cleaning".

3.10 FIELD QUALITY CONTROL

A. Tests

Tests to be performed by City of New York's Testing Laboratory during construction are as follows:

1. Compliance of materials to Specifications tested from production samples.

2. Determination of the slump of the concrete for each sample taken and whenever consistency of the concrete appears to vary using ASTM C143. The Special Inspector will reject any concrete that does meet the slump requirements.

3. Determination of water content of freshly mixed normal weight concrete utilizing the procedure of AASHTO T318. Concrete that does not meet the maximum water to cement ratio or the proportions given in the approved design mix will be immediately rejected regardless of slump.

4. Strength tests on the specimens in accordance with ASTM C39:

a. The frequency of conducting strength tests of concrete shall be in accordance with Section BC 1905.6.2 of the 2014 NYC Building Code, with additional cylinders taken for an additional strength test and one cylinder for a 7-day break. Strength tests shall be performed for each 50 cubic yards, or portions thereof, of concrete placed in any one day's concreting. Specimens will be stored at the site in the insulated curing box

provided by the Contractor. Each group of specimens is considered one strength test. One cylinder will be broken at 7 days for information. A strength test shall be performed at 28 days for acceptance. The remaining cylinders for the additional strength test will be tested only if the 28-day breaks are low or durability of the concrete is in question.

b. If one specimen in a test manifests evidence of improper sampling, molding, or testing, it shall be discarded and the average strength of the remaining cylinders shall be considered the test result. Should all specimens in a test show any of the above defects, the entire test shall be discarded.

5. Determination of air content and unit weight of normal weight concrete sample for each strength test in accordance with ASTM C173 or C231 and ASTM C138.

6. Determination of temperature of concrete sample for each strength test.

B. Inspection

1. Refer to "Source Quality Control" for responsibility and procedure.

C. Evaluation and Acceptance of Concrete

1. Strength tests on structural concrete will be evaluated according to Section BC 1905.6.3.3 of the 2014 NYC Building Code.

2. When the average strength of the test cylinders, as defined in Section BC 1905.6.3.3 falls consistently below the specified strength (f'c), City of New York shall have the right to order the Contractor to change the proportions or the water content of the concrete to secure the required strength for the remaining portion of the structure, all at the Contractor's expense. It is the Contractor's complete responsibility to modify the concrete mix design, material controls, and/or concrete operations where necessary to obtain the compressive strength required by the design and Specification.

3. When the average strength of test cylinders for any portion of the structure is less than that required by the design or Specification, or where there is other evidence that the quality of the concrete is below Specification requirements, the adequacy of the concrete will be checked according to the requirements of Section BC 1906.6 either by structural analysis or by core or load tests or by any combination of these procedures. The Commissioner will determine which procedures to use:

a. Structural Analysis Computations (Section BC 1905.6.5.5), which will be performed by the Commissioner.

b. Core Tests (Section BC 1905.6.5.2) - Performed in accordance with ASTM C42.

c. Load Tests (AC1318 Paragraph 20.3 or Section BC 1713 of the Building Code).

4. Low Strength Tests of Concrete or evidence of poor durability - Results

a. Pay for additional costs of labor and materials required at the job for all damages resulting from load tests and the taking of cores. Remove and replace concrete work that is not of adequate strength or durability and cannot be made to work by remedial methods acceptable to Commissioner at no cost to the City of NY. The Contractor shall be held responsible for all delays and damages to the work of other Divisions that occur as a result of non-conformance.

b. Pay for all expenses borne by City of New York resulting from low strength test procedures or evidence of poor durability (such as high slump) specified above.

3.11 PROTECTION AND CLEANING

A. During the curing period, and thereafter as conditions may require, protect the concrete from damaging mechanical disturbances, particularly excessive load stresses, heavy shock, and excess vibration. Protect all finished concrete surfaces from damage caused by construction equipment, materials or methods, and by rain or running water.

3.12 ACCEPTANCE OF CONCRETE WORK

A. The provisions of Subchapter 1.6 of ACI 301 apply to the acceptance of the concrete work.

B. Concrete work judged inadequate by structural analysis, core test, results of load test or deemed unacceptable due to appearance or durability concerns shall be repaired, reinforced with additional construction if so directed by the Commissioner, or be replaced if so directed by the Commissioner at the Contractor's expense.

END OF SECTION 03 00 50

SECTION 03 73 30 CONCRETE REPAIR MORTAR

PART 1 - GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide labor, materials, equipment, and services to provide for the following:

1. Repair of concrete roof slab at new roof drain installation location.
2. Miscellaneous repair to concrete surfaces associated with the new plumbing installation.

1.03 REFERENCE STANDARDS

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)

B. Steel Structures Painting Council (SSPC)

1. "Hand Tool Cleaning - SP2"
2. "Power Tool Cleaning - SP3"

C. International Concrete Restoration Institute (ICRI)

1.04 SUBMITTALS

A. Product Data

Provide manufacturer's information on the anti-corrosion coating and structural repair concrete/mortar, including application instructions and specifications.

B. Quality Control Submittals

1. Certificates:

a. Furnish manufacturer's certification that materials meet or exceed Specification requirements.

b. Manufacturer's training certificate: Furnish letter from manufacturer stating personnel performing work have been instructed on the proper usage of the material.

2. Repair Procedure: Furnish written description of repair procedures and operations sequencing based on manufacturer's requirements prior to commencing the Work.

3. Manufacturer's Field Reports: Submit field report from manufacturer of repair mortar indicating areas of surface preparation and mortar placement inspected.

4. Contractor Qualifications

Provide proof of Installer and Manufacturer qualifications specified under "Quality Assurance".

1.05 QUALITY ASSURANCE

A. Qualifications

1. Installer: Company specializing in the Work of this Section shall have a minimum of three years' experience of projects with similar quantity of materials. Contractor shall be trained by the repair mortar manufacturer .

2. Manufacturer: Company specializing in the manufacture of concrete repair mortars to be used in this Contract shall have a minimum of three years' experience.

B. Manufacturer's Representative

All work of this Section shall be performed under the overall supervision of the repair material manufacturer's representative. The representative shall attend pre-construction meetings to instruct the contractor on the proper usage of the material and to make regular visits during the course of construction to ensure that surface preparation and method of installation is acceptable.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Materials specified shall be delivered to the site in sealed, properly labeled containers. Containers shall indicate manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable).

B. Keep containers tightly closed when not in use. Comply with manufacturer's printed instructions for storing and protecting materials.

C. Do not store liquid material in hot sun. Keep material from freezing.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Do not apply if the temperature is below 50°F or above 85°F unless the material manufacturer is consulted for recommendations.

B. Do not use frozen materials or materials coated with ice or frost.

C. Do not apply when there is expectation of rain within 24 hours.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Sto Concrete Restoration Div., Atlanta, GA 30331

B. Sika Corp, Lyndhurst, NJ 07071

C. Strongwall Industries, Ridgewood, NJ 07451

D. Or Approved equal

2.02 MATERIALS

A. Repair Concrete/Mortar - Horizontal Application

1. Shall have non-shrink characteristics and be of high compressive and bond strength. Material shall be capable of being poured or troweled in place for horizontal applications and for formed applications of sufficient dimensions to allow for proper placement of material and conform to the following properties:

a. Compressive strength of 5000 psi in 28 days when tested in accordance with ASTM C109.

b. Bond strength of 2000 psi in 28 days when tested in accordance with ASTM C882 modified). Results of tests showing failure of base material is acceptable alternative.

c. Flexural strength of 1600 psi in 28 days when tested in accordance with ASTM C78 or ASTM C293.

d. Maximum linear length change shall be maximum of 0.08% at 28 days when tested in accordance with ASTM C157.

e. Modulus of elasticity shall be between 3.0 and 3.5 x 10^6 when tested in accordance with ASTM C469.

2. Repair concrete/mortar shall be "CR701 Sto Trowel-Grade Mortar" as manufactured by Sto Concrete Restoration Division, "Sikatop 122 Plus" as manufactured by Sika Corporation, or "SW-81/SW-81F" as manufactured by Strongwall Industries.

B. Anti-corrosion Coating of Existing Steel Reinforcement

1. Corrosion-inhibiting, epoxy/acrylic resin, protective coating for steel reinforcing bars that will not form a vapor barrier or bond break with the repair mortar with the following properties:

a. Bond strength of 1800 psi in 2 hours when tested in accordance with ASTM C882.

b. Flexural strength of 2000 psi in 28 days when tested in accordance with ASTM C78.

c. Tensile strength of 800 psi in 28 days when tested in accordance with ASTM C190.

2. Anti-corrosion coating shall be "CR246 Sto Bonding and Anti-corrosion Agent" by Sto Concrete Restoration Division or "Armatec 110" as manufactured by Sika Corporation.

C. Miscellaneous Materials

1. Water: Potable water, ASTM C94

2. J hooks: 1/4" diameter threaded rod, Type 316 stainless steel

3. Epoxy paste adhesive: ASTM C882

4. Coarse aggregate: Clean, washed crushed stone, 3/8" maximum size, conforming to ASTM C33.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine all adjoining work on which this Work is in anyway dependent for proper installation and workmanship. Report to the Commissioner any conditions that prevent the performance of this Work.

3.02 PREPARATION AND PROTECTION

A. Protection

Protect adjacent surfaces not to be restored.

B. Surface Preparation

1. Remove spalled and weak concrete and remove all loose and foreign material. Chip substrate by bush hammering or other mechanical means acceptable to the repair concrete/mortar manufacturer to obtain a minimum aggregate-fractured surface profile of 1/8+" conforming to an ICRI CSP 7 or greater surface preparation. Minimum depth of repair shall be 1/2", with the perimeter of the repair having a minimum of 1/8" in depth. Feather edging is not permitted.

2. If steel reinforcing is exposed during the removal of floor tile, chip out behind the reinforcing steel. Chip a minimum of 1/2" behind the bar and 3" past the point where the bar is exposed. Concrete behind bars shall be removed enough to allow for the entire circumference of the bar to be cleaned. Remove concrete to the point past where sound material begins.

3. Exposed steel reinforcement shall be free of all rust, scale, oil, paint, grease, loose mill scale, and all other foreign matter that will prevent bonding with the repair concrete. Use power chipping or power driven brushes and clean to an SSPC-SP2 or SP3 surface preparation.

4. Where additional reinforcement is not shown to be anchored in and for patches greater than $1^1/_2$" in depth and overhead patches, install stainless steel threaded J hooks set in epoxy paste adhesive. Anchor is to be 3/4" clear minimum from finished face of repair. Hooks are to be embedded a minimum of 3" into concrete, installed diagonally to plane of concrete surface. Holes are to drilled 1/8" larger than rod diameter and shall be cleaned thoroughly. Space hooks at 16" o.c.

3.03 ANTI-CORROSION COATING APPLICATION

A. Mix anti-corrosion coating in accordance with manufacturer's instructions. Apply to dry reinforcing steel using a stiff bristle brush. Brush in well to ensure continuous coverage. Apply in two coats of approximately 10 mils each or as per manufacturer's latest recommendations.

B. Protect coated steel and allow to dry a minimum of 30-45 minutes between coats or repair concrete/mortar application. However, apply repair material within 24 hours after last coating. If 24 hour period elapses, reapply bonding agent and allow to dry as above.

3.04 REPAIR CONCRETE/MORTAR APPLICATION

A. Mix repair concrete in accordance with manufacturer's instruction. Follow time limits set by manufacturer to prevent hardening of material prior to placement. For material requiring extension with aggregate due to depth of repair, provide 3/8" aggregate of proportions specified by the repair mortar manufacturer.

B. Prior to application of material, thoroughly saturate surface with water. Remove any standing water prior to patching.

C. Apply a scrub coat of the repair material of proportions determined by manufacturer (indicate in written repair procedure). While still damp, apply repair concrete/mortar.

D. Apply material behind and around exposed rebars first to completely fill void.

E. Horizontal Repairs - Pour or trowel repair concrete/mortar, horizontal application, into spall or hole until it is to the same level and at the same pitch as the surrounding slab. For deep repairs, extend mortar with clean aggregate by the amount recommended by the manufacturer. Provide finish as follows:

1. Finish repairs in accordance with the requirements of the epoxy mortar flooring system manufacturer's recommendations.

3.05 CURING

A. As soon as surface of patch has hardened, cure patch a minimum of 48 hours by applying water-based acrylic curing compounds conforming to ASTM C309 or C1315, misting, wet burlap, etc. For patches to be covered with other material, only use curing compounds acceptable to the finish material manufacturer, unless the compound is removed prior to placing the finish material in a manner acceptable to the finish manufacturer.

B. Follow manufacturer's latest recommendations for any other recommendations. The curing provision of A above shall not be waved unless manufacturer does not permit it.

3.06 PROTECTION AND CLEANING

A. Clean all adjacent areas of excess material and clean all floors and walls of powder and droppings. Remove misplaced materials from surfaces immediately.

B. Protect material from freezing and from rainfall prior to final set.

3.07 FIELD QUALITY CONTROL

A. The Commissioner will inspect surfaces and reject any that contain cracks or other defects. The repair will be tested for soundness and structural integrity. Any defective areas shall be fixed at Contractor's expense. Notify the Commissioner in advance of the concrete repairs. The Commissioner will review the mixing, surface preparation and proper application of all materials.

B. Engage the services of the material manufacturer's representative to inspect the surface preparation, instruct in the proper usage of the material and to inspect the work throughout the project. Pay for all required fees.

END OF SECTION 03 73 30

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SECTION 04 20 00 UNIT MASONRY

PART 1 - GENERAL

1.01 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 Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. This Section includes, but is not limited to, the following:

1. Selective brick replacement and repairs at existing parapets, bulkheads and other areas as indicted in the drawings
2. Parging and preparation of masonry for installation of new liquid applied roofing/flashing systems
3. Installation of new coping stones
4. Cutting and pointing of existing masonry and stonework
5. Repair of interior masonry shaft(s) at new plumbing installation locations.

1.03 DESIGN REQUIREMENTS

A. No air-entraining admixtures or material containing such shall be permitted in the mortar. Also, no anti-freeze compounds, calcium chloride, or other compounds, unless expressly permitted otherwise, shall be permitted in the mortar.

B. Mortar types to be used, unless otherwise stated:

1. N, unless otherwise noted.

1.04 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or

mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

A. American Society of Testing and Materials (ASTM) standards, latest editions.

A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Products.
A240	Standard Specification for Heat-Resisting Chromium and Chromium Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels.
A615	Standard Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.
A706	Standard Specifications for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
A951	Standard Specification for Steel Wire for Joint Reinforcement.
C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale).
C109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-inch or 50 MM Cube Specimens).
C144	Standard Specifications for Aggregate for Masonry Mortar.
C150	Standard Specification for Portland Cement.
C207	Standard Specification for Hydrated Lime for Masonry Purposes.
C216	Standard Specification for Facing Brick (Solid Masonry Units made from Clay or Shale).
C270	Standard Specification for Mortar for Unit Masonry.
C404	Standard Specifications for Aggregates for Masonry Grout.
C476	Standard Specification for Grout for Reinforced and Nonreinforced Masonry.
C652	Standard Specification for Hollow Brick

C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

C979 Standard Specification for Pigments for Integrally Colored Concrete.

C1019 Method of Sampling and Testing Grout

B. Industry Standards.

1. American Welding Society – AWS D1.4 – Structural Welding Code – Reinforcing Steel

1.05 SUBMITTALS

A. Product Data

Submit Product Data to show compliance with specified requirements.

1. Submit complete data for masonry units. Laboratory test reports for brick shall be no more than two years old. Submit a list indicating the maximum dry weight of each type and size of CMU to be used in the project.

2. Submit complete data for reinforcement and ties, of each type.

3. Portland Cement: Brand and manufacturer's name.

4. Lime: Brand and manufacturer's name.

5. Mortar Pigments: Brand and manufacturer's name.

6. Packaged Products: Manufacturer's specifications and application instructions.

7. Sand: Location of pit, name of owner, and previous test data.

8. Masonry reinforcement, anchors.

9. Masonry cleaner, including specific masonry manufacturer's recommended cleaning procedure for the product selected.

B. Samples

1. Submit samples of brick being installed. Brick to closely match existing, surrounding brick after cleaning of existing brick surfaces. Note that different brick finishes exist at different locations. No brick is to be installed without the approval of the Commissioner.

2. Submit mortar samples for each location of new brick masonry work. New mortar is to match the color, texture and general appearance of the existing cleaned mortar

3. Submit three (3) 24"x24" samples of new laid brick using the approved brick and mortar samples. Provide a sample installation for each of the following locations:

   a. Replacement parapet wall at northwest corner of 3rd floor roof
   b. Vertical parapet extension at south parapet of 3rd floor roof
   c. Vertical parapet extension at south parapet of 4th floor roof

C. Quality Control Submittals

1. Schedule of Uses: By mortar type.

2. Certificates

   a. Furnish notarized Building Department affidavit from masonry manufacturer (Form 10H) stating materials delivered to project comply with the Specification requirements.

   b. Furnish notarized Building Department affidavit from masonry supplier (Form 10J) stating materials delivered to project comply with the Specification requirements.

1.06 QUALITY ASSURANCE

A. Qualifications

The contractor or subcontractor performing the work 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, size and type to the required work, based on architectural style, construction method and materials and age of building for this particular project. One such prior project of the three must have involved a landmarked building, as officially designated by the City, State or federal government.

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. NYC Board of Standards and Appeals (BSA) approvals, NYC Materials and Equipment Acceptance (MEA) approvals or Office of Technical Certification and Research (OTCR)

C. Certifications

Masonry construction shall conform to the material acceptance, certification and inspection requirements of Section BC 1701 of the 2014 NYC Building Code.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in undamaged condition per ASTM guidelines. Store in an enclosed location or off the ground with waterproof covering as needed to protect all materials from moisture, contaminants, corrosion, deleterious temperature changes, and other harmful conditions.

B. Packaged Products

1. Deliver materials to the site in manufacturer's original, sealed containers. Do not deliver materials which have exceeded shelf life limitation set forth by the manufacturer. Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable). This includes individual bags of pre-bagged mortar mixes.

2. Comply with manufacturer's printed instructions for storing and protecting materials.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Construction Requirements

Salt or other chemicals for lowering the freezing temperature of the mortar shall not be used.

Masonry units, mortar, and grout shall be preconditioned and masonry protected for the following cold weather conditions per Section 2104.3 of the 2014 NYC Building Code:

1. Air temperature 40°F to 32°F:

a. Heat mixing water or sand to minimum of 70°F and to maximum of 140°F.

b. Mortar and grout temperature shall be between 40°F and 120°F at the time of mixing.

2. Air temperature 32°F to 25°F:

   a. Heat mixing water and sand to minimum of 70°F and to maximum of 140°F.

   b. Mortar and grout temperature shall be between 70°F and 120°F at the time of mixing. Grout temperature shall be maintained above 70°F at the time of grout placement.

   c. Provide heat source to maintain a minimum air temperature 32°F on each side of masonry construction.

3. Air temperature 25°F to 20°F:

   a. Heat mixing water and sand to minimum of 70°F and to maximum of 120°F.

   b. Provide heat source to maintain a minimum air temperature of 32° on each side of masonry construction.

   c. Provide wind breaks for wind in excess of 15 miles per hour.

   d. Keep temperature of masonry units a minimum of 40°F when laid and prior to grout placement.

4. Air temperature 20°F and below:

   a. Heat mixing water and sand to a minimum of 70°F and to maximum of 120°F.

   b. Provide enclosures and heat source to maintain a minimum air temperature of 32°F on each side of masonry construction during construction.

   c. Keep temperature of masonry units a minimum of 40°F when laid and prior to grout placement.

B. Cold Weather Protection Requirements

1. Mean Daily Air Temperature of 40°F to 32°F:

   a. Protect masonry with weather resistive membrane from rain or snow for 24 hours.

2. Mean Daily Air Temperature of 32°F and Below:

   a. Protect masonry with weather resistive membrane from rain or snow for 24 hours.

   b. An air temperature of at least 32°F shall be maintained on each side of masonry for a period of at least 48 hours if Type M or S mortar is used and at least 72 hours if Type N or O mortar is used.

C. Hot Weather Construction

Follow the requirements of BC 2104.4. When temperatures exceed 100°F, or 90°F with a wind speed of 8 mph, provide necessary conditions and equipment to produce mortar having a temperature below 120°F and to maintain the mortar and grout below 120°F.

D. Wetting of Clay Masonry Units

Provide pre-wetting of masonry for units with initial rates of absorption that require their wetting before laying (21.42 grams per 30 square inches or 0.025 ounce psi). In cold weather requirements, follow the following requirements:

1. If surface temperatures are above 32°F, use water heated to about 70°F.

2. If surface temperatures are below 32°F, use water heated to about 120°F.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Reinforcement and Ties

1. Hohmann & Barnard, Inc., Hauppage, N.Y.

2. Dur-O-Wall, Arlington Heights, IL.

3. Wire-Bond, Charlotte, NC

4. Or approved equal.

B. Mortar Coloring

1. "SGS" Mortar Colors, Solomon Grind-Chem Services, Inc.

2. "True Tone Mortar Colors", Davis Colors, Rockwood Industries, Inc.

3. "Flamingo Colors ", Lehigh Corporation.

4. Or approved equal.

C. Masonry Cleaner

1. ProSoCo, Inc., South Plainfield, N.J.

2. Diedrich Technologies, Inc.

3. HydroClean Restoration Cleaning Systems

4. Or approved equal

D. Mortar Additives

1. Biordi Co.

2. Master Builders, Inc., Cleveland, OH 44122

3. Sika Corp., Lyndhurst, NJ 07071

4. Or approved equal

2.02 FACE BRICK DISTRIBUTORS

A. Consolidated Brick and Building Supplies, Inc., N.Y., N.Y.

B. Tri-State Brick & Building Materials, Inc. N.Y., N.Y.

C. Belden Brick Sales & Service, Inc., N.Y., N.Y.

D. Glen-Gery Corp. Somerville, N. J.

2.03 MATERIALS

A. Base Materials

1. Portland Cement

a. Type I ASTM C150

b. Type II (for manholes) ASTM C150

2. Sand for Mortar Mix ASTM C144
Sand shall be washed natural sand with

100% passing the No. 8 sieve.
Mix shall not contain chlorides.

3. Aggregate for Masonry Grout ASTM C404

4. Hydrated Lime ASTM C207 Type "S"

5. Water: Shall be clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.4 of the 2014 NYC Building Code.

6. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts or chlorides. No liquid colorants shall be permitted.

7. Premixed sand and lime for mortar mixes is not permitted. The use of batched material by Spec-Mix and factory-packaged cement-lime-pigment by major mortar manufacturers is permitted. Each individual bag of material shall have the manufacturer's label identifying the mortar type.

B. Brick

1. Face Brick: Clay or Shale, ASTM C216, grade SW, type FBX, cored or solid, Size shall match existing construction, unless otherwise indicated. Colors and textures as selected by the Commissioner. Brick shall be manufactured to special sizes and shapes, not cut in the field. Brick shall be tested for efflorescence in accordance with ASTM Test Methods C67 and the rating shall be "Not Effloresced".

2. Building Brick (Common Brick): Clay or shale, ASTM C62, grade MW, cored or solid, modular size unless indicated otherwise on Drawings. Special sizes and shapes as shown on the Drawings or specified herein.

2.04 MIXES

A. Mortar (basic)

Shall conform to ASTM C270 and BIA M1-88. Provide Type I Portland cement (Type II Portland Cement when used for manholes). Masonry cement shall not be used as a substitute. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range, which should generally be near the minimum strength of the next higher strength mortar.

1. Type N: 1 part gray cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi at 28 days.

2. Type N "White": 1 part white cement, 1 part lime, 6 parts dry white sand. Minimum compressive strength shall be 750 psi at 28 days.

B. Grout for Masonry

1. Mixes

a. Fine Grout: 1 part Portland Cement, 0-1/10 part Hydrated Lime, $2^1/_4$-3 times the sum of volumes of cementitious materials of fine aggregate (Proportions by volumes).

b. Coarse Grout: 1 part Portland Cement, 0-1/10 part Hydrated Lime, $2^1/_4$-3 times the sum of volumes of cementitious materials of fine aggregate, and 1-2 times the sum of the volumes of cementitious materials of coarse aggregate (Portions by volume).

c. Aggregates for Mixes: ASTM C 404.

d. Slump: 8" minimum, 11" maximum.

e. Compressive Strength: At least equal to the strength of the masonry, and not less than 2000 psi as determined by ASTM C1019 - Method of Sampling and Testing Grout.

2. Location

a. For spaces less than 2" in any direction, use fine grout.

b. For spaces 2" and more in any direction, use coarse grout.

2.05 SOURCE QUALITY CONTROL

A. The City of New York will assign a Special Inspector who will inspect the masonry construction under the requirements of Section BC 1704.5 of the 2014 NYC Building Code.

B. Preconstruction Testing

1. Preconstruction testing of mortar properties will be done in accordance with ASTM C780. The Contractor shall assist the City of New York's laboratory by any means necessary and shall provide the mock-up prior to beginning the installation work to allow for adjustments of the mix if necessary. Do not proceed with masonry work until the preconstruction testing is completed. Contractor shall mix mortar as it intends for the actual construction.

2. Compressive strength tests of field mixed mortar and factory batched/prepackaged mortar are to be done during construction of the mock-up, or earlier if desired by the Contractor, to provide a benchmark for the strength based on actual field conditions and proportioning of the mortar. If mortar strengths are too high or too low, proportions and material source may be required to be modified if directed by the Commissioner.

1. Preconstruction testing of masonry grout properties will be done in accordance with ASTM C1019. The Contractor shall assist the City of New York's laboratory by any means necessary and shall provide the mock-up prior to beginning the installation work to allow for adjustments of the mix if necessary. Do not proceed with masonry work until the preconstruction testing is completed. Contractor shall mix mortar as it intends for the actual construction.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine all adjoining Work on which this Work is in anyway dependent for proper installation and workmanship. Report to the City of New York any conditions that prevent the performance of this Work.

3.02 PROTECTION

A. Cover top of masonry wall with waterproof plastic membrane at the end of the work period, when work is not in progress, and at other times when Work needs to be protected from rain and other precipitation. Extend cover down sides as needed to thoroughly protect the Work.

B. During cold weather, do not use wet masonry units and frozen masonry units.

C. Do not use frozen materials or lay masonry on frozen materials; remove frozen materials from wall. Refer to Part 1 of this Section, "Environmental Requirements" for temperature restrictions.

D. Remove excess mortar from walls as soon after laying units as practicable to prevent staining and to facilitate cleaning of wall.

E. Prevent masonry cleaners from coming in contact with adjacent glass, metal, and other masonry surfaces such as cast stone. Protect adjoining glass and metal surfaces and all other adjacent materials and property from masonry operations.

3.03 MIXING PROCEDURES FOR MORTAR

A. Measure material by volume or equivalent weight. In measuring by volume, measure ingredients by container. Do not measure by shovel.

B. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency. Water rententivity must be appropriate for the IRA of the brick. Bricks of 3 grams per minute per 30 sq in require a lower water retentivity property to maintain production by allowing the mortar to give up the water easier to the brick.

C. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Do not over water to make mortar "soupy" as water retentivity must be appropriate for the IRA of the brick. Mortar shall be used within $2^1/_2$ hours after initial mixing. Limit amount of mortar batched at one time to stay within these requirements.

3.04 LAYING - GENERAL

A. Lay units true to dimensions, plumb and level, square; exterior and interior bond work in bond indicated on the Drawings or specified herein. Lay courses level with joints uniform; vertical joints spaced properly for plumb alignment. Provide masonry lines, plumb bobs, and utilize a 4 foot level to maintain wall within ¼" of theoretical dimensions.

B. Fill bed joints and cross joints solid with mortar. Furrowed bed and spotted cross joints not permitted. For hollow block units, apply mortar full length on all bearing surfaces.

B. "Tooth" temporary openings in exposed masonry walls, to maintain proper bond when closed.

C. All raking and repointing work shall be done by hand.

D. Tool joints in exposed masonry with a concave jointer to provide a neat, smooth, compacted surface.

E. Rough cut joints in masonry that are to receive plaster, to provide good plaster bond.

F. Remove excess mortar, leaving masonry surface clean.

G. Cut brick and concrete masonry units with circular masonry wet saw.

H. Build-in miscellaneous metal inserts and other items not furnished under this Section but specified to be installed under this Section.

I. Lay brick in bond patterns as shown on the Drawings. If bond is not indicated on Drawings, use running bond, all stretchers.

3.05 BUILDING BRICK (COMMON BRICK) WORK

A. Use building brick or face brick for infilling walls of solid brick construction such as at piers, filling around structural members, solid brick parapets, and for all masonry where brick work is indicated, and for which face brick, concrete block, or other material is not shown or specified.

B. Lay up with Type N mortar, except when within 8" of cut stone work, use Type N "White" mortar.

C. When exterior door frames are not in place at the time adjacent walls are being erected, set hot-dip galvanized steel anchors in masonry every sixth course to provide adequate anchorage for door frames to masonry when door frames are installed.

D. When brick is used for back-up wall for limestone, laying of brick shall not commence until parging for limestone is dry.

E. Provide weep holes or open side joint as required.

3.06 REINFORCEMENT

A. Refer to drawings for reinforcement types and locations

3.07 FIELD QUALITY CONTROL

A. The City of New York will assign under the requirements of Section 1704.5 of the 2014 NYC Building Code a Special Inspector who will inspect the masonry construction.

B. The Special Inspector will make inspections and any testing deemed necessary. Testing of mortar properties shall be in accordance with ASTM C780. Mortar suspected or tested to be too strong or too weak will be subject to petrographic analysis or other methods deemed necessary by the Commissioner and Special Inspector. Testing of masonry grout shall be in accordance with ASTM C1019. The Contractor shall pay for all tests if they verify improper work. Inspections will include, but not be limited to, the following:

1. Proper installation of reinforcement and placement of brick on angles.

2. Proper installation of mortar, including proportioning and mixing. Those mortar properties listed in the Appendix of ASTM C780 are to be tested at the discretion of the Special Inspector. Mortar strengths, when tested, will be determined in accordance with ASTM C780 using cylinders.

3. Proper installation of weeps, flashing, drip edges, mortar mesh, cleaning of cavity (if cavity wall construction), etc.

4. For cavity wall construction, all bed and head joints are filled completely. At solid masonry construction, all bed, head, and collar joints are filled completely.

C. If any results are found to be not in conformance with the applicable ASTM, industry practice, and the Specifications the masonry in question shall be removed and redone. Pay for testing if results of testing verify improper workmanship or proportions not in conformance with the specifications and ASTM standards.

D. Cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing.

3.08 CLEANING

A. Before cleaning masonry walls, examine faces for holes, cracks, and other defects. If corrections cannot be made to provide an appearance acceptable to the Commissioner, replace defective units.

B. Concrete Masonry Units

1. Clean wall surfaces to be painted; rub with carborundum stone: remove mortar from surfaces; remove rough edges from joints.

2. Point up holes and joints. Brush with stiff bristle brush. Leave surface in condition to receive paint.

3. Clean other wall surfaces with stiff-bristle brush.

4. Do not use wire brush.

END OF SECTION 04 20 00

SECTION 04 51 00 MASONRY CLEANING

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide all masonry cleaning Work as indicated on the Drawings and as specified herein, including, but not limited to the following:

1. New and existing parapets, brick bulkheads and other masonry areas as indicated in the drawings.
2. Cleaning of existing, decorative stone parapet at north of 3rd floor roof.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. American Society for Testing and Materials (ASTM)

1.04 SUBMITTALS

A. Product Data: Cleaning materials manufacturers' catalog sheets, specifications, and application instructions.

B. Test Reports: Test of all proposed cleaning methods

C. Submit a schedule of cleaning activities for each type of masonry to be cleaned. (Include location and a description of the cleaning sequence, all products, equipment and scaffolding, etc. to be used.

D. Submit a description of Protection Procedures for each condition and surface which requires protection.

1.05 QUALITY ASSURANCE

A. Cleaning Contractor's Qualifications:

The contractor or subcontractor performing the work 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, size and type to the required work, based on architectural style, construction method and materials and age of building for this particular project. One such prior project of the three must have involved a landmarked building, as officially designated by the City, State or federal government.

B. Field Examples:

1. Before the building cleaning operations are started, clean a sample panel of approximately 4 square feet of each type of masonry required to be cleaned at a location on the building directed by the Commissioner. If the sample panel is not satisfactory, as determined by the Commissioner, modify the cleaning procedure and clean another sample panel. Continue cleaning sample panels until satisfactory results are obtained and approved by the Commissioner. When a final approval is obtained, go back and re-clean all previously rejected panels.

   a. For cleaning procedures other than specified, but which generally follow the method(s) specified, submit proposed procedure for approval and clean additional sample panels adjacent to the above sample panels for comparison of results.

2. Coordinate the preparation of sample panels with testing of the low pressure, micro-abrasive powder cleaning process specified herein. Provide additional panels as required to conduct tests.

3. Approved panels and procedures will become the cleaning standard for the Work of this Section.

4. Cover the approved sample panels with six mil polyethylene plastic mounted on wood frames of adequate size and strength to protect the panels until the completion of Work. The cover shall be easily removable for comparison with completed Work.

C. If unusual types of soiling agents are encountered, consult with the Commissioner before proceeding with the Work.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver cleaning materials in manufacturer's packaging, with instructions for use.

B. Store, protect, and handle cleaning materials in accordance with manufacturer's instructions.

1.07 PROJECT CONDITIONS

A. Environmental Requirements:

1. Make necessary provisions for the diversion and disposal of cleaning water and solutions, including the furnishing of pumps if required. Take precautions as required to prevent damage and contamination resulting from run off of cleaning solution.

2. Do not wet or wash down masonry surfaces when the temperature is below 40°F or may drop below 40°F within 24 hours.

B. Existing Conditions:

1. Take necessary precautions and protective measures to prevent injury to people and damage to property in areas adjacent to the Site, including damage due to wind drift of cleaning materials.

2. Pumping equipment will not be allowed in or on the building.

3. Ensure that painted surfaces, existing equipment, and utilities (such as exterior doors, windows, window sills, etc.) are not affected by the washing, except for those surfaces designated by the Commissioner for cleaning.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Water Based Cleaning Materials: Suitable for removal of organic growth, bituminous coatings/flashing materials, carbon deposits, efflorescence and general cleaning for each of the particular substrates.

2.02 MANUFACTURERS

A. Cleaning materials shall be specifically selected for each different type of surface contaminant. Cleaning materials shall be selected from the following manufacturer's recommended products.

1. Cathedral Stone
2. ProSoCo
3. Dietrich Technologies

4. Or approved equal.

PART 3 - EXECUTION

3.01 PREPARATION

A. Protection:

1. Protect doors, fixtures, painted surfaces and other adjacent surfaces not required to be cleaned, from damage.

B. Surface Preparation:

1. Remove stalactite deposits, heavy accumulations of dirt, and other foreign materials from surfaces required to be cleaned. Remove material from the site.

2. Perform this preliminary cleaning by brushing, sweeping, wiping, scraping, vacuuming, and other approved methods as required by existing conditions. Use tools that will not damage the masonry.

3.02 CLEANING MASONRY

A. Follow the manufacturer's recommendations for the application, dwell times, and removal of masonry cleaning products.

B. Cleaning shall not continue if materials and methods employed results in permanent damage to the surfaces.

C. Clean masonry equal in appearance to the approved sample panels.

D. Leave masonry uniformly clean and undamaged.

E. Clean all features and appurtenances of the masonry, cast stone, and other surfaces except for those building features which are painted and are not included in the scope of work.

F. Thoroughly rinse off the masonry surfaces with water. Use only bucket and brush rinsing. Do not use spray or hose rinsing.

3.03 CLEAN-UP

A. Clean any surface soiled or damaged as a result of the cleaning operations. Remove all protective materials.

END OF SECTION 045100

SECTION 04 72 00 CAST STONE

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. The Contractor shall furnish all labor, materials, shipping, scaffolding, crating, and all sundry items necessary to provide all cast stone work indicated. The work shall include, but not limited to the following:

1. New coping stones at brick parapets as indicated in the drawings

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. ACI International (ACI)

ACI 211.1	Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 318/318R	Building Code Requirements for Structural Concrete (ACI 318-05) and Commentary (ACI 318R-05)
ACI/MCP 205	Manual of Concrete Practice Part 2 - ACI 224R-01 to ACI 313R-97
ACI/MCP 305	Manual of Concrete Practice Part 3:315-99 to 343R-95

2. ASTM International (ASTM)

ASTM A 123/A 123M	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 167	Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM A 185/A 185M	Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM A 27/A 27M	Steel Castings, Carbon, for General Application
ASTM A 283/A 283M	Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A 47/A 47M	Steel Sheet, Aluminum-Coated, by the Hot-Dip Process
ASTM A 615/A 615M	Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A 653/A 653M	Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 675/A 675M	Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties
ASTM B 370	Copper Sheet and Strip for Building Construction
ASTM C 109/C 109M	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens)
ASTM C 114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C 115	Fineness of Portland Cement by the Turbidimeter
ASTM C 117	Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 125	Terminology Relating to Concrete and Concrete Aggregates
ASTM C 127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C 128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate

ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 138/C 138M	Density ("Unit Weight"), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 142	Clay Lumps and Friable Particles in Aggregates
ASTM C 143/C 143M	Slump of Hydraulic-Cement Concrete
ASTM C 150	Portland Cement
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 183	Sampling and the Amount of Testing of Hydraulic Cement
ASTM C 185	Air Content of Hydraulic Cement Mortar
ASTM C 191	Time of Setting Hydraulic Cement by Vicat Needle
ASTM C 192/C 192M	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 204	Fineness of Hydraulic Cement by Air Permeability Apparatus
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 232	Standard Test Methods for Bleeding of Concrete
ASTM C 233	Air-Entraining Admixtures for Concrete
ASTM C 260	Air-Entraining Admixtures for Concrete
ASTM C 266	Time of Setting of Hydraulic-Cement Paste by Gillmore Needles
ASTM C 289	Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
ASTM C 29/C 29M	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C 31/C 31M	Making and Curing Concrete Test Specimens in the Field
ASTM C 33	Concrete Aggregates
ASTM C 39/C 39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 40	Organic Impurities in Fine Aggregates for Concrete

ASTM C 403/C 403M Time of Setting of Concrete Mixtures by Penetration Resistance

ASTM C 42/C 42M Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C 451 Early Stiffening of Hydraulic Cement (Paste Method)

ASTM C 535 Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C 566 Total Evaporable Moisture Content of Aggregate by Drying

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

ASTM C 67 Sampling and Testing Brick and Structural Clay Tile

ASTM C 70 Surface Moisture in Fine Aggregate

ASTM C 78 Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

ASTM C 88 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C 94/C 94M Ready-Mixed Concrete

ASTM C 989 Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars

ASTM D 635 Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position

ASTM D 75 Standard Practice for Sampling Aggregates

3. Concrete Reinforcing Steel Institute (CRSI)

CRSI 1 MSP Manual of Standard Practice

4. Precast/Prestressed Concrete Institute (PCI)

PCI MNL-116 Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products

1.04 SUBMITTALS

A. Submit the following product information

1. Materials list of items proposed to be provided under this Section.

2. Laboratory tests reports, by a qualified independent testing laboratory, as specified in Article titled "Source Quality Control"; or Precast Concrete Institute (PCI) or Cast Stone Institute (CSI) certification.

   a. Source Quality Control testing will be waived if the casting plant is PCI or CSI certified. Submit documentation of PCI or CSI Plant Certification Program in order to obtain a written waiver from the Commissioer, and include copies of material test reports for completed projects indicating compliance of cast stone with ASTM C1364.

3. Qualification Data: For manufacturer, installer and test laboratory as specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

4. Shop Drawings showing complete information for fabrication and erection of the Work of this Section, including, but not limited to:

   a. Show fabrication and installation details for cast stone. Include dimensions and cross sections; details, locations, size, and type of reinforcement and anchorages, including special reinforcement and lifting devices necessary for handling and erection. Indicate finished faces. Indicate core drilled openings for guardrail sleeve installation.

   b. Erection procedures, sequence of erection, and required handling equipment.

   c. Details of inserts, connections, and joints, including accessories.

   d. Location and details of anchorage devices that are to be embedded in other construction.

5. Product Certification: Air-entraining admixture certified by the manufacturer to be compatible with other admixtures used.

B. Samples

1. Cast Stone: Submit 3 cast stone samples approximately 6" x 6" x 2", showing quality, texture, and color of the proposed finish. Finish to be matched to a cleaned adjacent coping stone.

2. Samples for Initial Selection of Mortar Color: Submit the full range of colors available. Where mortar color is to match existing, provide proposed colors.

3. Samples for Verification of Mortar Color: For each mortar color required, submit the full range expected in the finished construction. Make samples using the same ingredients to be used on Project. Label samples to indicate type and amount of colorant used.

4. Submit samples of anchorages and other attachments and accessories.

5. Full Size Cast Stone Samples: Prior to start of installation, and after the review of finish Samples, submit one full size Sample of each shape of required cast stone unit, delivered to the job site. Acceptable full size samples may be incorporated in the construction.

6. Review of samples by the Commissioner will be for color, texture, and general condition only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

7. Field quality control test samples, if required.

1.05 QUALITY ASSURANCE

A. Installers Qualifications

1. A firm with at least 3 years experience in installing cast stone units of a type and quantity similar to those indicated for this Project.

2. Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Manufacturer Qualifications

Precast decorative concrete units shall be designed and fabricated by an experienced and acceptable precast concrete manufacturer properly trained under the PCI Plant Certification Program. The manufacturer shall have been regularly and continuously engaged in the manufacture of precast concrete work similar to that indicated on the drawings for at least 3 years. Precast work shall be coordinated with the work of other trades.

C. Testing Laboratory Qualifications: An independent testing laboratory qualified according to ASTM E329 to conduct the testing specified.

D. Source Limitations: Obtain precast coping stones from one source from a single manufacturer.

E. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver the Work of this Section to the job site in such quantities and at such times as to assure the continuity of construction; carefully pack or crate to prevent damage.

B. Store units at the job site in a manner to prevent cracking, distortion, warping, staining, and other physical damage, and in a manner to keep markings visible.

C. Lift and support the units only at designated lifting points or supporting points as shown on the approved Shop Drawings.

D. Any units damaged before final acceptance shall be replaced.

E. Patching of units will not be acceptable.

F. Pack, handle, and ship cast stone units in suitable packs or pallets.

1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units, if required, using dollies with wood supports.

2. Store cast stone units on wood skids or pallets with non-staining, waterproof covers. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.

G. Store installation materials on elevated platforms, under cover, and in a dry location.

H. Store mortar aggregates where grading and other required characteristics can be maintained and contamination avoided.

PART 2 - PRODUCT

2.01 CAST STONE MATERIALS

A. General: Comply with ASTM C1364 and the following:

B. Portland Cement: ASTM C150, Type I, white, containing not more than 0.60 percent total alkali when tested according to ASTM C114.

C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C33; gradation as needed to produce required textures. Used for wet mix process.

D. Fine Aggregates: Manufactured or natural sands complying with ASTM C33, gradation as needed to produce required textures.

E. Coloring Admixture for Cast Stone: ASTM C979, synthetic mineral-oxide pigments or colored water-reducing admixtures, temperature stable, non-fading, and alkali resistant.

F. Air-Entraining Admixture: ASTM C260, certified by the manufacturer to be compatible with other admixtures used.

1. Add to wet-cast process mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 5 to 7 percent. For dry-cast process mixes, it is only required if needed to meet the freeze-thaw resistance criteria.

G. Other Admixtures: ASTM C494.

H. Reinforcement: Deformed steel bars complying with ASTM A615/A615M.

1. Epoxy Coating: ASTM A775/A775M.

I. Anchors, pins and Inserts: Fabricated from stainless steel complying with ASTM A276 or ASTM A666, Type 304.

2.02 CAST STONE UNITS

A. Provide cast stone units complying with ASTM C1364.

1. Compressive Strength: At 28 days after manufacture, not less than 6500 psi, when tested in accordance with Test Method ASTM C1194.

2. Absorption, Cold Water: At 28 days after manufacture, not greater than 6%, when tested in accordance with Method A, Cold Water of Test Method ASTM C1195.

3. Absorption, Hot Water: At 28 days after manufacture, not greater than 10%, when tested in accordance with Method B, Boiling Water Test of Test Method ASTM C1195.

4. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C666, Procedure A, as modified by ASTM C1364.

5. Fabricate the Work of this Section to the sizes and shapes indicated, and of texture matching the approved Samples.

6. Provide finished units that are straight, true to size and shape, and within the specified casting tolerances.

7. Make exposed edges sharp, straight, and square, unless indicated otherwise. Make flat surfaces into a true plane.

8. Warped, cracked, broken, spalled, stained, and otherwise defective units will not be acceptable.

9. Place and secure in the forms all anchors, clips, stud bolts, inserts, lifting devices, shear ties, and other devices required for handling and installing the precast units and for attachment of subsequent items as indicated or specified.

B. Reinforce units as indicated and as required by ASTM C1364. Use epoxy-coated reinforcement.

C. Fabricate units with sharp arris and details accurately reproduced with indicated texture on all exposed surfaces, unless otherwise indicated. Match existing units in texture, color and shape where units are being replaced. Take all molds as necessary.

1. Slope exposed horizontal surfaces at least 1:12, unless otherwise indicated.

2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.

3. Provide drips on projecting elements, unless otherwise indicated.

D. Colors and Textures: To match existing

1. Color and texture shall be uniform for each unit and consistent for all units.

E. Casting tolerances

Maintain casting, bowing, warping, and dimension tolerance below the following maximums:

1. Overall dimension for height and width of units: Plus zero, and minus 1/16" of unit length.

2. Make thickness of units plus or minus 1/8" maximum.

3. Bowing or warping: Do not exceed 1/360 of the length.

4. Insert locations: Place within plus or minus 1/4" in each direction.

F. Cure and finish units as follows:

1. Cure units in totally enclosed curing room under dense fog and water spray at 95 percent relative humidity for a minimum of 24 hours. Follow PCI recommendations.

2. Yard cure units until the sum of the mean daily temperatures for each day equals or exceeds 350°F.

3. Acid etch units to remove cement film from surfaces indicated to be finished.

2.03 MORTAR MATERIALS

A. Portland Cement: ASTM C150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color, white, or a blend to produce mortar color indicated.

B. Hydrated Lime: ASTM C207, Type S.

C. Mortar Aggregate: ASTM C144.

1. White-Mortar Aggregates: Natural, white sand or ground, white stone.

2. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts. No liquid colorants shall be permitted. Use only pigments with record of satisfactory performance in masonry mortars.

D. Water: Potable.

2.04 MORTAR MIXES

A. Setting Mortar: Comply with ASTM C 270, Proportion Specification, Type S.

1. Limit cementitious materials to Portland cement and lime. The use of masonry cement is not permitted.

2. Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1:10, by weight.

2.05 ACCESSORIES

A. Anchors: Type and size indicated, fabricated from stainless steel complying with ASTM A276 or ASTM A666, Type 304.

B. Dowels: Round stainless-steel bars complying with ASTM A276, Type 304, 1/2-inch (12-mm) diameter.

C. Job-Mixed Detergent Solution: Solution of 1/2 cup (125 mL) of dry-measure tetrasodium polyphosphate and 1/2 cup (125 mL) of dry-measure laundry detergent dissolved in 1 gal. (4 L) of water.

D. Sealant

1. Sealant as specified in Section 079000 - Joint Sealers, as applicable for vertical joints and for horizontal joints.

2. Bond breaker tape as specified in Section 079000 - Joint Sealers.

2.06 SOURCE QUALITY CONTROL

A. Employ an independent testing agency to sample and test cast stone according to ASTM C1364 and the specific test methods specified in Article titled "Cast Stone Units".

Include testing for:

1. Compressive Strength in accordance with Test Method ASTM C1194. Test units from each 500 ft^3 of cast stone.

2. Absorption, Cold Water and Hot Water, in accordance with Test Method ASTM C1195. Test units from each 500 ft^3 of cast stone.

3. Resistance to Freezing and Thawing in accordance with Test Method ASTM C666, Procedure A. Test one unit from each cast stone mixture design.

B. If test specimens fail, the specimens and the entire 500 ft^3 lot they came from shall be rejected and shall not be used in the project.

C. The requirements for Source Quality Control testing will be waived by the City of New York if the casting plant is PCI or CSI Certified. See Article titled "Submittals" for certification and other submittals required.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of cast stone.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Coordinate as required with other trades to assure proper and adequate accommodation with the Work of this Section.

B. Set cast stone as indicated on Drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

C. Drench units with clear water just before setting.

D. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Anchors to be set in substrate with non-shrink grout.

1. Coping Stone: Set 3/8" of mortar prior to installation of flashing providing full bed. Rake joint to allow for sealant installation. Seal flashing penetrations with sealant. Install another 3/8" mortar on top of flashing and place stone. Provide full bed of mortar. After stones are set and mortar cured, install bond breaker tape and sealant under the flashing.

2. Fill dowel holes and anchor slots with mortar.

3. Fill collar joint solid as units are set.

4. Build concealed flashing into mortar joints as units are set.

E. After units are set in or on the wall they shall have all top surfaces covered and protected from the elements at the close of each day's work and shall be kept covered and protected until all the Work is completed.

F. Lead, Plastic or hard rubber buttons shall be used in setting large units to sustain the weight until mortar has set.

G. All joints in units shall be raked out 3/8" deep and shall be filled with joint sealer, (after bond breaker tape) as specified in Article titled "Accessories".

H. Expansion Joints

Provide expansion, control, and pressure-relieving joints of widths and at locations indicated.

Provide expansion joints at a maximum spacing of approximately 40 feet on center. Match joint spacing with parapet expansion joints.

Provide filler seal, bond breaker tape, and joint sealers at expansion joints where indicated on the Drawings and where required for proper installation. (See Section 07900 Joint Sealers).

Keep joints free of mortar and other rigid materials.

I. Protect mortar and cast stone units from freezing during construction and maintain an ambient temperature for cast stone work of at least 32^{0}F for a period of at least 72 hours.

At 40^{0}F and below, heat water or sand to a minimum of 70^{0}F and to maximum of 160^{0}F.

At 32^{0}F and below, heat mixing water and sand to a minimum of 70°F and to maximum of 160°F.

Do not use admixtures to lower the freezing temperature of the mortar.

J. Discrepancies

1. Immediately notify the Commisioner.

2. Do not proceed until fully corrected.

3.03 INSTALLATION TOLERANCES

A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m) or 1/4 inch in 20 feet (6 mm in 6 m) or more.

B. Variation from Level: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 3/8 inch (9 mm) maximum.

C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.

D. Variation in Plane between Adjacent Surfaces (Lipping): Do not exceed 1/16-inch (1.5-mm) difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.

3.04 FIELD QUALITY CONTROL

A. If there is evidence that the strength of cast stone units may be deficient or may not comply with the specified requirements, the City of New York will employ an independent testing laboratory to obtain, prepare, and test cores drilled from hardened cast stone units to determine the compressive strength according to ASTM C 42. Include in the bid, a minimum of 3 units to be field tested and destroyed. If the units are found to be defective, other units will be tested and replaced at no cost to the City of New York.

1. Allow the City of New York's testing laboratory access to material storage areas. Cooperate with the City of New York's testing laboratory and provide samples of materials and concrete mixes as may be requested for testing and evaluation.

2. A minimum of three representative cores will be taken from units of suspect strength, from locations directed by the City of New York.

3. Cores will be tested in an air-dry condition.

4. The strength of the cast stone for each series of 3 cores will be considered satisfactory if the average compressive strength is equal to at least 85 percent of the 28-day design compressive strength and no single core is less than 75 percent of the 28-day design compressive strength.

a. Test results will be made in writing on the same day that tests are performed, with copies to City of New York, Contractor, and cast stone fabricator. Test reports will include the following:

b. Project identification name and number.

c. Date when tests were performed.

d. Name of cast stone fabricator.

e. Name of testing laboratory.

f. Identification letter, name, and type of cast stone unit or units represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of cast stone as placed.

B. Defective Work: Cast Stone units that do not comply with the specified requirements, including compressive strength, manufacturing tolerances, and finishes, are unacceptable. The Contractor shall remove and replace defective Work with cast stone units that comply with the specified requirements at no cost to the City of New York.

C. Additional testing, at Contractor's expense, will be performed by the City of New York's testing laboratory to determine compliance of corrected Work with specified requirements.

3.05 ADJUSTING AND CLEANING

A. Remove and replace stained and otherwise damaged units and units not matching approved Samples.

B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.

C. In-Progress Cleaning: Clean cast stone as work progresses. Remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, and after completion of other work liable to damage or soil cast stone units, clean exposed cast stone as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

2. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.

3. Clean in conjunction with the cleaning of all other masonry work. Do not clean in temperature below 50 degrees F. Clean by scrubbing with soap powder and water, applied vigorously with stiff fiber brushes, adding clean, sharp, fine, white sand to the soap and water mixture where necessary. After scrubbing, drench all surfaces of the cast stone units thoroughly with clean water. The use of sand blast, wire brushes; or acids of any kind will not be permitted under any circumstances for the cleaning of cast stone Work. Start the cleaning operation at the top of the structure and proceed downward.

END OF SECTION 047200

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SECTION 05 30 00 METAL DECK

PART 1 – GENERAL

1.01 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

5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Furnish material, labor, equipment, services necessary to erect all metal deck, including connections, welding and accessories required for installation of Work. Field cut and fit deck as required and cut all openings.

1.03 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 Testing and Materials (ASTM) standards, latest editions.

A29 Standard Specification for Steel Bars, Carbon and Alloy, Hot-Wrought, General Requirements for

A36 Standard Specification for Carbon Structural Steel.

A108 Standard Specification for Steel Bars, Carbon, Cold-finished, Standard Quality.

A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coating.

A992 Standard Specification for Steel for Structural Shapes for Use in Building Framing

B633 Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel

B. "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", 9th edition including supplements. - American Institute of Steel Constructor's (AISC 335).

C. "Load and Resistance Factor Design Specification for Structural Steel Buildings" 2nd edition, including supplements. - American Institute of Steel Constructors (AISC LRFD 1999).

D. International Code Council Evaluation Service (ICC-ES):

1. International Building Code

2. Acceptance Criteria for Steel Deck Roof and Floor Systems (AC43)

3. Steel Deck Diaphragms (ESR-2199)

E. "Structural Welding Code - AWS D1.1" - American Welding Society (AWS).

F. "Specifications for Mild Steel Covered Arc - Welding Electrodes - AWS A5.1" - AWS.

G. "Diaphragm Design Manual for Floor Decks and Roof Decks" 3rd Edition - Steel Deck Institute (SDI).

H. "Fire Resistance Directory" - Underwriters Laboratory (UL).

1.04 DESIGN REQUIREMENTS

A. Design of metal deck is governed by Section BC 2209 of the 2014 NYC Building Code. Structural integrity requirements of the Section BC 2213.3 shall be met.

B. Metal deck unit sizes and gages are indicated on the Drawings.

C. Units shall be of three-span length except where framing layout does not permit. Deck sheets shall be butted over supports.

D. Use of integral and non-piercing hanger tabs to support ceiling systems is not permitted. Piercing hanger tabs with a safe working loading of 250 lbs or greater are permitted for ceilings weights below the hanger tab capacity. Integral hanger tabs are to be used for venting purposes only.

E. Units included in a fire rated assembly must be classified in appropriate UL designs or have MEA, BSA, or OTCR approval.

F. Use fasteners or welds for decking attachment that provide adequate diaphragm shear strength, uplift resistance and stiffness for imposed load combinations.

1.05 SUBMITTALS

A. Product Data

Submit manufacturer's specifications for

1. Metal Deck
2. Deck Fasteners, if used
3. Primer Paint

B. Shop Drawings

1. Prepare metal deck shop drawings immediately after award of Contract.
2. Shop drawings shall include, but not be limited to the following:
   a. Type and gage of metal deck.
   b. Metal deck layout and orientation, including clear indication where shoring is required.
   c. Welding or fastener types, sizes and pattern.
   d. Side and end details of metal deck.
   e. Supplementary framing details.
   f. Location of all openings and fittings.
   g. Shop finish.
   h. Size, location, and spacing of stud shear connectors, where required, for each beam.
   i. Designation of welding electrode strength to be used.
3. Shop drawings reviewed by the Commissioner for general conformity with the Drawings shall not relieve the Contractor or the metal deck supplier of responsibility for correctness of fit, quantities of materials, and adequacy of attachment details of deck and accessories to the structural steel. Deck must have UL or OTCR approval as part of the fire rated assembly. Approval of shop drawings does not absolve the Contractor of this requirement.

4. Calculations in accordance with ICC-ES AC 43 or SDI Design Method verifying diaphragm shear strength and stiffness: Submit calculations for the load tables of the metal deck supplied. Calculations shall be signed and sealed by a Professional Engineer licensed in the State of New York.

C. Quality Control Submittals

1. Certificates

a. Submit notarized certificates from the manufacturers of the specified materials stating compliance with the applicable requirements set forth for all materials specified in this Section.

b. 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.

c. Furnish proof that deck to be used is part of a UL, MEA, BSA, or OTCR approved fire-rated assembly if other than deck shown on Drawings.

d. Submit certificate stating deck manufacturer is a member producer of SDI.

2. Manufacturers' Instructions: Furnish manufacturers' printed material, specifications and installation instructions for each type of decking and accessories.

3. Contractor Qualifications

Provide proof of Manufacturer, Erector, welder, and mechanical fastener technician qualifications specified under "Quality Assurance".

1.06 QUALITY ASSURANCE

A. Qualifications

1. Manufacturer: Company specializing in the manufacture of metal deck as used in this Contract shall be a member producer of SDI.

2. Erector: Company specializing in performing the Work of this Section shall have a minimum of three years' experience on similar projects.

3. Welders: All steel roof deck welders shall be properly trained by AWS for welding of sheet steel and NYC licensed.

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 other governmental authorities. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern. The City of New York shall hire a Professional Engineer licensed in the State of New York to conduct all Special Inspections require by the New York City Building Code; any corrections to the installed Work shall be done at no cost to New York City.

2. New York City Board of Standards and Appeals (BSA): Rules for Arc and Gas Welding and Oxygen Cutting and Steel Covering the Specifications for Design, Fabrication, and Inspection of Arc and Gas Welded Steel Structures and Qualification of Welders and Supervisors.

3. Industry Standards: Standards specified herein shall apply to Work of this Section. Where more severe requirements then those contained in the standards are given in this section or the Building Code, requirements of this Section or the Building Code shall govern.

   a. AISC 335-89 or LRFD (1999) as modified by the 2014 NYC Building Code.

   b. Seismic Provisions for Structural Steel Buildings AISC 341-05.

   c. Section BC 2209 of the 2014 NYC Building Code

   d. "Rules for Design of Composite Construction with Metal Decks or Lightweight Concrete" - Department of Buildings.

   e. Fire Resistance Directory - UL.

      1) Composite metal deck shall have UL approval with respect to the following:

         a) As a component part of a floor construction of specified fire resistance rating without need for sprayed fireproofing on underside of deck.

         b) As a component part of a three-hour fire resistive floor construction with use of sprayed fireproofing on underside of deck.

      2) Roof deck shall have UL approval as a component part of the specified fire resistive roof construction.

4. 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 metal deck and stud shear connectors shall conform to the material acceptance, certification and inspection requirements of Section BC 1701 of the 2014 NYC Building Code.

2. Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver deck to site undamaged. With each deck unit bearing the UL label and marking for specific system detailed.

B. Store deck units off the ground with one end elevated to provide drainage. Protect units from the elements with a waterproof covering.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Metal Deck

1. Vulcraft Model Conform Deck
2. New Millenium form deck
3. Cordeck Form Deck
4. Or approved equal

2.02 MATERIALS

A. Steel for Composite Metal Deck

1. Formed from galvanic steel sheets conforming to ASTM A653. Size of deck is to follow SDI requirements for thickness and tolerances.

2. Minimum yield strength of 33,000 psi.

3. Formed with integral locking lugs.

4. Formed with deformations to provide bond with concrete.

B. Miscellaneous Steel Shapes

Shall conform to the requirements of ASTM A36 or A992. Members to receive sprayed fireproofing shall be unprimed and free of lubricants or oils that would impair the adhesion of the fireproofing material.

C. Shop Finish

1. Metal deck: Steel sheet shall receive before being formed a coating of zinc conforming to ASTM A653 coating class G60 (both sides). Salt spray resistance of paint shall be 100+ hours when tested in accordance with ASTM B117.

D. Metal Deck Accessories (cants, pour stops, closure pieces, etc.)

Shall conform to the requirements of ASTM A653, coating class G60. Unless a thicker gage is required by design considerations, such as at cantilever edge conditions, minimum thickness shall be same gage as metal deck.

E. Welds

1. Welds:

a. Material: Welding electrodes shall conform to either E60XX or E70XX classification of AWS A5.1 as selected by the licensed welder depending on the gauge of steel deck and strength of steel member being welded to and is subject to approval by the Commissioner.

F. Galvanizing Repair Paint

Shall conform to the requirements of ASTM A780 and comply with Military Specification MIL-P-21035.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Do not begin placement of metal deck until all surfaces and members are deemed acceptable to receive the deck. Do not proceed with Work until any unsatisfactory conditions have been corrected to the satisfaction of the deck installer.

3.02 ERECTION

A. General

1. Care should be taken to avoid overloading the supporting structural elements when placing bundles of metal deck or other construction loads on floors.

2. Do not use floor deck units for storage or working platforms until they are permanently secured.

B. Metal Deck and Accessories Installation

1. Lay units in strict accordance with manufacturer's instructions and requirements and as shown on Drawings.

2. Adjust units in place before permanent fastening and accurately align end to end. Rectify inaccuracies in alignment and level of bearing before units are finally placed.

3. Provide proper bearing at all supports. Metal deck must be placed to bear fully on surface of beam flanges.

4. Fasten side laps of adjacent units between supports by crimping or mechanically fastening with sheet metal screws of size and spacing required by manufacturer. In no case shall fasteners exceed two feet.

5. Furnish, install, and weld in position all accessories, including pour stops, closures, cant strips, etc., where required.

   a. Furnish sheet metal pour stops and closures for open ends of walls, and openings shown on Drawings. Pour stop gage is to be selected by manufacturer based on overhang. Revise gage if survey shows overhang exceeds that designed. Provide additional supports to strengthen pour stop at wedge inserts if required.

   b. Provide welding hole cover, with friction fastening, to close welding access holes when required.

C. Cutting, Drilling, and Reinforcing of Openings

1. Where predetermined openings are framed by structural steel beams on all sides (shown on the Drawings), the metal deck shall be engineered by the manufacturer to fit these conditions.

2. Any opening which is not framed by structural steel beams on all sides, and which is required in steel decking, shall be cut by the contractor.

3. Reinforcing of Openings in Steel Deck

   a. Holes 6" or less in dimension need not be reinforced.

   b. Holes greater than 6" but less than 30" in any dimension shall be reinforced by the Contractor as shown on the Structural Drawings.

D. Field Touch Up

Clean scarred and rusted areas in galvanizing after deck installation is completed and paint welds and the scarred and rusted areas with the galvanizing repair paint. Apply in accordance with the manufacturer's instructions.

3.03 CLEANING

A. Metal deck and accessories to receive sprayed fireproofing shall be clean of dust, grease, excessive oils, loose materials, and any other matter which would impair the adhesion of the fireproofing material to the deck and accessories.

END OF SECTION 053000

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SECTION 05 50 00 METAL FABRICATIONS

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide metal fabrications and miscellaneous metals as indicated on the Drawings and as specified herein, including, but not limited to the following:

1. Steel ladder
2. Steel guardrails
3. Duct support structures
4. Metal trims
5. Metal deck perimeter support channels at 4th floor roof infill
6. Other items as indicated in the drawings

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. American Society for Testing and Materials (ASTM)

C. American Welding Society (AWS).

D. American National Standards Institute (ANSI)

E. Society for Protective Coatings (SSPC)

F. Federal Specifications (FS)

G. NYC Building Code latest edition.

1.04 SUBMITTALS

A. Shop Drawings, for each item specified.

1. Show all locations, markings, quantities, materials, sizes and shapes.

2. Indicate all methods of connecting, anchoring, fastening, bracing and attaching to work of other trades.

B. Calculations

1. Where metal fabrications are required to comply with certain design loadings, submit structural design, structural calculations, materials properties, and other information needed for structural analysis, signed and sealed by the New York State licensed Professional Engineer responsible for their preparation.

C. Product Data, for each item specified.

1. Submit product data sheets for products used in metal fabrications, including anchoring devices, and instructions for installation of anchorage devices built into other work.

D. Samples

Where specified, submit samples of fabricated items, hardware, and finishes for selection.

E. Welder certificates signed by the Contractor certifying that welders comply with requirements specified under Article titled "Quality Assurance".

F. Qualification data for firms and persons specified in Article titled "Quality Assurance" to demonstrate their capabilities and experience.

1.05 QUALITY ASSURANCE

A. Items provided in this Section shall be manufactured and fabricated by firms experienced in the type of Work specified.

B. Installation shall be by installers experienced in the type of Work specified for the respective item.

C. Qualify welding processes and welding operators in accordance with AWS D1.1 "Structural Welding Code – Steel".

1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

D. Engineer Qualifications: Professional engineer licensed to practice in the State of New York and experience in providing engineering services on similar projects.

1.06 PRODUCT HANDLING

A. Before shipment to the job, all finishes shall be adequately protected for transporting and erecting periods.

B. Replace damaged items, with the approval of the Commissioner, and at no additional cost to the City of New York.

1.07 PROJECT CONDITIONS

A. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit, by accurate field measurements before fabrication; show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress and work of other trades to avoid delay of work.

1.08 SYSTEM PERFORMANCE REQUIREMENTS

A. Definitions in ASTM E985 for railing-related terms apply to this Section.

B. Structural Performance: Design, engineer, fabricate, and install the following metal fabrications to withstand not less than the following structural loads without exceeding the allowable design working stress of the materials involved, including anchors and connections. Apply each load to produce the maximum stress in each respective component of each metal fabrication. In cases where local requirements are more stringent they shall apply. Where railings support fixtures or other imposed loads, allowance shall be made for the additional loads.

1. Top Rail of Guardrail Systems

a. Uniform load of 50 lb/ft applied horizontally and concurrently with 100 lb/ft applied vertically.

b. Concentrated load of 200 lb applied in any direction.

c. Uniform and concentrated loads need not be assumed to act concurrently.

3. Infill of Rail Systems: Posts, intermediate railings, and other elements composing the infill area.

a. Concentrated load of 100 lb applied horizontally on an area of 1 sq. ft. at any point in the system.

b Uniform load on intermediate rail of 50 lb/ft applied vertically.

c. Infill loads and other loads need not be assumed to act concurrently.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Metals

1. Metal Surfaces, General: For metal fabrications exposed to view upon completion of the Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, rolled trade names, roughness, and, for steel sheet, variations in flatness exceeding those permitted by reference standards for stretcher-leveled sheet.

2. Ferrous Metals

a. Steel Plates, Shapes, and Bars: ASTM A36

b. Rolled Steel Floor Plates: ASTM A786

c. Steel Rod for Ladder Rungs: ASTM A36

d. Cold-Formed Steel Tubing: ASTM A500

e. Hot-formed Steel Tubing: ASTM A501

f. Cold-Rolled Structural Steel Sheet: ASTM A611

g. Hot-Rolled Structural Steel Sheet: ASTM A570

h. Cold-Rolled Steel Sheet: ASTM A366

i. Galvanized Structural Steel Sheet: ASTM A446

j. Galvanized Commercial Quality Steel Sheet: ASTM A526

k. Steel Pipe: ASTM A53; finish, type,and weight class as follows:

a) Black finish, unless otherwise indicated.

b) Galvanized finish for exterior installations and where indicated.

c) Type S, Grade A, standard weight (schedule 40), unless otherwise indicated, or another grade or weight or both required by structural loads.

l. Gray Iron Castings: ASTM A48, Class 30

m. Malleable Iron Castings: ASTM A47, Grade 32510

n. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

o. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for the metal alloy to be welded.

B. Grout and Anchoring Cement

1. Non-shrink Metallic Grout: Premixed, factory-packaged, ferrous aggregate grout complying with Federal Specification CE CRD-C 621 specifically recommended by manufacturer for heavy-duty loading applications of type specified in this section.

2. Non-shrink Non-metalic Grout: Premixed, factory-packaged, non-staining, noncorrosive, non-gaseous grout complying with Federal Specification CE CRD-C 621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

3. Erosion-Resistant Anchoring Cement: Factory-prepackaged, non-shrink, non-staining, hydraulic controlled expansion cement formulation for mixing with water at project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without need for protection by a sealer or waterproof coating and is recommended for exterior use by manufacturer.

4. Products: Subject to compliance with requirements, provide one of the following:

a. Non-shrink Metallic Grouts:

"Hi Mod Grout", Euclid Chemical Co.
"Embeco 885 and 636", Master Builders
"Ferrolith G Red-Mix and G-NC", Sonneborn Building Products Div., Rexnord Chemical

b. Non-shrink Nonmetallic Grouts:

"Euco N-S Grout", Euclid Chemical Co.
"Crystex", L & M Construction Chemicals, Inc.
"Masterflow 713", Master Builders

"Sonogrout", Sonneborn Building Products Div., Rexnord Chemical Products, Inc.
"Five Star Grout", U.S. Grout Corp.

C. Fasteners

1. General: Provide galvanized or type 304/316 SS fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade, and class required.

2. Bolts and Nuts: Regular hexagon head type, ASTM A307, Grade A

3. Lag Bolts: Square head type, FS FF-B-561

4. Machine Screws: Cadmium plated steel, FS FF-S-92

5. Wood Screws: Flat head carbon steel, FS FF-S-111

6. Plain Washers: Round, carbon steel, FS FF-WS-92

7. Drilled-In Expansion Anchors: Anchors installed in concrete shall have current ICC-ES listing for performance in cracked concrete as per Section BC 1913 of the 2014 NYC Building Code.

8. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class, and style as required.

9. Lock Washers: Helical spring type carbon steel, FS FF-W-84

10. Vandle resistant fasteners: Torx with pin, or as otherwise indicated. Corrosion resistant.

D. Galvanizing by the Hot-dip Method

1. Galvanize structural shapes in accordance with ASTM 123.

2. Galvanize hardware in accordance with ASTM A153.

3. Galvanizing repair paint for regalvanizing welds and damaged areas shall conform to ASTM A780 and comply with Military Specification MIL-P-21035, such as ZRC Cold Galvanizing Compound.

E. Galvanizing by the Zinc Metallizing Process

1. Zinc/aluminum metallizing (referred to herein as zinc metallizing) is the process of thermally applying an 85/15 zinc-aluminum wire over the surface of steel.

2. Galvanizing repair paint for regalvanizing welds and damaged areas shall conform to ASTM A780 and comply with Military Specification MIL-P-21035, such as ZRC Cold Galvanizing Compound.

2.02 FINISHES

A. General

1. Comply with NAAM "Metal Finishes Manual" for recommendations relative to application and designations of finishes.

2. Finish metal fabrications after assembly.

3. Handrails and guardrails shall receive paint finish, high gloss epoxy based paint system, including primer. Color to be "Safety Yellow" per OSHA requirements. Use the following paint system:

Primer	Top Coat
Carboline Carboguard 888	CarbolineCarbothane 134HG
PPG PMC, Amercoat 385	PPG PMC Amercoat 450 H
SW Macropoxy 646 Gloss	SW Acrolon 218 HS B65-600

2.03 FABRICATIONS

A. General

1. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.

2. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

3. Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints, and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.

   a. Temperature Change (Range): 180° Fahrenheit

4. Shear and punch metals cleanly and accurately. Remove burrs.

5. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

6. Remove sharp or rough areas on exposed traffic surfaces.

7. Weld corners and seams continuously to comply with AWS recommendations and the following:

   a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

   b. Obtain fusion without undercut or overlap.

   c. Remove welding flux immediately.

   d. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.

8. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flathead (countersunk) screws or bolts. Locate joints where least conspicuous.

9. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

10. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

11. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware, screws, and similar items.

12. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

B. I-Beam, Channel, Angle, T-Framing, and Miscellaneous Iron Work

1. Provide all I-beams, channels, angles, T's, bent plates, steel plates, bent angle frames and all other miscellaneous iron work as required to install the Works.

2. All ferrous metal items described in this Paragraph shall be hot dip galvanized or zinc metallized.

C. Steel Pipe Railings

1. General: Fabricate pipe guard railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of pipe, post spacing, and anchorage, but not less than that required to support structural loads. Conform to requirements of Article herein titled "System Performance Requirements". Fabricate pipe railings and handrails of galvanized components or as indicated in the Drawings.

2. Close exposed ends of pipe by welding 3/16 inch thick steel plate in place or by use of prefabricated fittings.

3. Brackets, Flanges, Fittings, and Anchors: Provide brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnections of pipe and attachment of railings to other work.

D. Steel Ladder

1. General: Fabricate vertical ladders conforming to Section 7 of OSHA CFR 1910.27
2. Stringers: 2-1/2" by 3/8" steel flats
3. Rungs: 3/4" dia serrated steel rods plug welded to stringers.
4. Rung spacing: 12" (max)
5. Rung Width: 16"
6. Install ladder so the clearance between rungs and finish wall surface will be not less than 7"
7. Lowest rung to be 12" above finish roof surface
8. Extend stringers to roof deck and provide clip angle welded to stringers to allow for a bolt connection into the roof deck.
9. Ladder to connect to guardrail at 4th floor roof edge

2.04 REPAIR PAINTING

A. Touch-up welded areas or other areas where galvanizing has been damaged. Touch-up with zinc rich galvanized repair paint specified.

PART 3 - EXECUTION

3.1 INSPECTION

A. Make all required measurements in the field to ensure proper and adequate fit.

3.2 DISCREPANCIES

A. Immediately notify the Commissioner and describe any discrepancies.

B. Do not proceed until fully corrected.

3.3 ERECTION/INSTALLATION

A. Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction.

B. Perform cutting, drilling, and fitting required for installation of metal fabrications. Set work accurately in location, alignment, and elevation, plumb, level, true, and free of rack, measured from established lines and levels. Do not weld, cut, or abrade surfaces of metal fabrications that have been coated or finished after fabrication and are intended for field connection by mechanical means without further cutting or fitting.

C. Fit exposed connections accurately together to form tight, hairline or, where indicated, with uniform reveals and spaces for sealants and joint fillers.

D. Field Welding Pipe Rails: Comply with applicable AWS specification for procedures of manual shielded metal-arc welding, for appearance and quality of welds made, and for methods used in correcting welding work. Weld connections that are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent surfaces.

E. Adjust metal fabrications prior to anchoring to ensure matching alignment at abutting joints.

F. Install items as detailed in the drawings; for manufactured items, install as recommended by the Manufacturer, unless indicated otherwise.

G. Coordinate with other trades involved.

H. For galvanized and zinc metalized surfaces, clean welds, bolted connections and braided areas and apply galvanizing repair paint specified above.

END OF SECTION 05 50 00

SECTION 06 10 00 ROUGH CARPENTRY

PART 1 – GENERAL

1.01 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
4. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide rough carpentry Work as indicated on the Drawings, as required for the completed Work of this Contract, and as specified herein, including, but not limited to, the following:

1. Blocking and cants for roofing work

2. Miscellaneous Lumber.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. U.S. Department of Commerce.
American Softwood Lumber Standard PS 20
Product Standard PS 1 for Softwood Plywood

2. APA Engineered Wood Association. APA Design/Construction Guide

3. Western Wood Product Association (WWPA).
Grading Rules

4. Southern Pine Inspection Bureau (SPIB).
Grading Rules

5. Redwood Inspection Service (RIS).
Grading Rules

6. American Wood Preservers' Association (AWPA).
Standard C2 (Lumber and Timber)
Standard C9 (Plywood)

7. American Lumber Standards Committee (ALSC).

8. West Coast Lumber Inspection Bureau (WCLIB).
Grading Rules

1.04 SUBMITTALS

A. Quality Control Submittals

1. Certificates: Certification for the following wood treatments:

a. Dip Treatment: Certification by treating plant stating chemical solutions used, submersion period, and conformance with applicable standards.

b. Waterborne Preservatives: Certified written statement that moisture content of treated materials was reduced to a maximum of 19 percent prior to shipment to Project site.

c. Pressure Treatment: Certification by treating plant stating chemicals and process used, net amount of chemical retained, and conformance with specified standards.

1.05 QUALITY ASSURANCE

A. Mill and Producers Mark

Each piece of lumber and plywood shall be grade stamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.

B. Standards

Comply with the following unless otherwise specified or indicated on the Drawings:

1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.

2. Grading Rules:

a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).

b. Southern Pine: Southern Pine Inspection Bureau (SPIB).

c. Redwood: Redwood Inspection Service (RIS).

3. Preservative Treatment: American Wood Preservers' Association (AWPA) Standards, quality control methods, and inspection requirements

C. Regulatory Agencies

1. NYC Board of Standards and Appeals (BSA).

2. NYC Materials and Equipment Acceptance (MEA).

1.06 DELIVERY, STORAGE, AND HANDLING

A. Keep materials dry during delivery. Store materials 6" minimum above ground surface. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation between stacks.

B. Cover stored materials until ready for use for protection from moisture. Place and anchor covering in a manner which will assure good ventilation under the covering.

PART 2 - PRODUCT

2.01 LUMBER

A. General

Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.

1. Dress: Surfaced 4 sides (S4S) unless otherwise indicated.

B. Board Lumber; less than 2" thick:

1. Concealed Board Lumber: Southern Pine No. 3 (SPIB), any species No. 4 (WWPA) or any species Standard (WCLIB), or Redwood Merchantable (RIS).

C. Miscellaneous Lumber

Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:

1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.

2.02 PRESERVATIVE TREATMENT

A. Treat lumber where indicated and as specified. Comply with applicable AWPA Standards and quality control and inspection requirements.

1. Fasteners and anchoring devices to be used with wood treated with waterborne preservatives shall be hot-dip galvanized or stainless steel if the wood will be exposed to moisture.

B. Complete fabrication of items to be treated to the greatest extent possible, prior to treatment. Where items must be cut after treatment, coat cut surfaces with heavy brush coat of the same chemical used for treatment or other solution recommended by AWPA Standards for the treatment.

C. Inspect wood after treating and drying. Discard warped or twisted items.

D. Pressure Treatment (Above Ground Use)

Treat the following wood items with waterborne preservatives for above ground use, complying with . AWPA Standards C2 & C9 Redry wood to a maximum moisture content of 19 percent after treatment.

1. Nailers, blocking, cants, shim stock, and similar members used in conjunction with roofing (including related flashings, trim and vapor barrier), coping, and waterproofing.

2. Nailers, blocking, furring, stripping, and similar concealed members in contact with exterior masonry and concrete (including interior wythe of exterior walls), and all sills for framing.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

Examine substrate and supporting structure on which rough carpentry is to be installed for defects that will adversely affect the execution and quality of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Do not use units of material with defects which impair the quality of the Work and units which are too small to fabricate the Work with minimum joints or with optimum joint arrangement.

B. Install Work accurately to required lines and levels with members plumb and true, accurately cut and fitted and securely fastened. Closely fit rough carpentry to other associated construction.

C. Securely attach carpentry Work to substrates by anchoring and fastening as indicated, or, if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required. Set nail heads in exposed Work which is to be painted or stained and fill resulting holes.

END OF SECTION 06 10 00

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SECTION 07 27 00 FIRESTOPPING/SMOKE SEALS

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide firestopping at all penetrations and juncture joints of fire-rated walls, floors and ceilings in accordance with the requirements of the NYC Building Code, 2014.

B. Firestopping and Smoke Seals shall be provided, but not limited to the following specific locations:

1. Penetrations for the passage of duct, cable, cable tray, conduit, piping and electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor slabs and floor/ceiling assemblies), and vertical service shafts. Provide 3 hour rated firestops at all new floor slab penetrations.
2. New and existing openings and penetrations in fire-rated partitions or walls.
3. The contractor will also provide firestopping at all new opening in fire-rated partitions or walls created by removal of existing penetrants.
4. Locations shown specifically on the Drawings.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. American Society for Testing and Materials (ASTM)

2. Underwriters Laboratories, Inc. (UL)

3. National Fire Protection Association (NFPA)

4. Warnock Hersey

1.04 DEFINITIONS

A. Penetration: Any opening or foreign material passing through or into a fire-rated barrier.

B. Fire-Rated: Have the ability to withstand the effects of a standard fire exposure for a specified time period, as determined by qualified testing.

C. Fire-Rated Barrier: A floor, wall, partition or floor-ceiling assembly able to withstand a standard fire and hose stream test without failure.

D. Fire resistance rating: The ability of a structure to act as a barrier to the spread of fire and to confine it to the area of origin. Ratings are expressed in hours and apply to beams, columns, floors, ceilings, roofs, walls and partitions.

E. Firestopping: A means of sealing openings in fire-rated barriers to preserve or restore the fire resistance rating.

F. Firestop System: A material, or combination of materials, installed to retain the integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke or gases through penetrations in fire-rated barriers.

G. F Rating: The time period that the through-penetration firestop system limits the spread of fire through the penetration when tested in accordance with ASTM E814.

H. T Rating: The time period that the penetration firestop system, including the penetrating item, limits the maximum temperature rise to 325°F (163°C) above its initial temperature through the penetration on the non-fire side when tested in accordance with ASTM E814.

1.05 DESIGN REQUIREMENTS

A. Technical Requirements

1. Firestopping materials shall be UL Classified as "Fill, Void or Cavity Material" for use in Through-Penetration Firestop Systems.

2. Firestop Systems shall provide a fire resistance rating at least equal to the hourly resistance rating of the fire-rated barrier and resist passage of smoke and other gases.

B. General Considerations

1. Firestop Systems do not re-establish the structural integrity of load bearing partitions. The Contractor shall consult the Commissioner prior to penetrating any load bearing assembly.

2. Firestop systems are not intended to support live loads or traffic. Contractor shall consult the Commissioner if there is reason to believe these limitations may be violated.

1.06 SUBMITTALS

A. Product Data

Submit manufacturer's product information for each type of firestopping/smoke seal and assembly installed, including application instructions and specifications.

B. Shop Drawing

Submit shop drawings of each firestopping or smoke seal system/assembly to be installed in the project, showing all parts of the system, required clearances. INCLUDE UL DESIGN NUMBER.

C. Quality Control Submittals

1. Certificates

a. Furnish manufacturer's certification that materials meet or exceed specification requirements for each of the performance tests specified in Part 2. Provide testing certification.

b. Furnish applicator's certification that material has been completed as specified to meet fire resistance ratings, thickness requirements, and application requirements of the applicable assembly.

c. Furnish UL, BSA, MEA, or OTCR approval of material.

d. Furnish certificate stating each material is 100% asbestos free.

2. Contractor Qualifications

Provide proof of Manufacturer and Applicator qualifications specified under "Quality Assurance".

D. Mock-up

Provide mock-up as indicated under Quality Assurance.

E. Guarantee

1. Contractor and installer's installation guarantee.

F. Low Emitting Materials Compliance Submittals.

1. Provide documentation for each sealer to be used on site, indicating that the sealers comply with low V.O.C. requirements of NYC BC.

1.07 QUALITY ASSURANCE

A. Qualifications

1. Manufacturer: Company specializing in the manufacture of firestopping/smoke seal materials to be used in this Contract shall have a minimum of three years' experience.

2. Installer: All firestopping Work shall be performed by a Subcontractor who will be trained to the firestopping manufacturer in the application of its products and systems and have a minimum of three years' experience working on projects with similar quantities of materials used.

B. Regulatory Requirements

1. Building Code: Material and application shall meet the requirements for firestopping materials in accordance with the NYC Building Code.

2. Material must have UL or NYC BSA, MEA or OTCR approval for each assembly utilized. Comply with the following for firestopping that is required to be in compliance with BC 712 of the 2014 NYC Building Code:

a. ASTM E84 - Surface Burning Characteristics of Building Materials.

b. ASTM E814 - Fire Tests of Through Penetration Firestops.

c. U.L. 1479 - Fire Tests of Through-penetration `Firestops.

d. U.L. - Fire Resistance Directory; Through-Penetration Firestop Systems (XHEZ), and Fill, Void or Cavity Materials (XHHW).

e. U.L. 723 - Standard Test Method for Surface Burning Characteristics of Building Materials.

C. Manufacturer's Certification

1. Manufacturer shall provide written certification stipulating that its products and systems used in this Project, if installed in accordance with the manufacturer's recommendations, shall provide the firestopping specified in this Section, as indicated by its UL rating for that specific installation.

2. The certification shall not include either or both of the following statements, or variations thereof:

"Owner or User shall determine suitability of the product or system for its intended use and assume all risks and liabilities connected therewith".

and,

"Owner or User shall test application of product or system for its specific use".

D. Mock-up

Install, on representative substrates (on site), one mock-up of each type of firestopping system to be used on Project, for each fire rating required and for each type of wall, floor, and ceiling. Acceptable mock-up installations may remain as part of the completed work.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened packages bearing name of manufacturer, product identification, and the proper UL labels for fire hazard and fire-resistance classification.

B. Reject damaged packages found unsuitable for use and remove from job site.

C. Store materials off ground, under cover, and away from damp surfaces.

D. Keep materials dry at all times. Wet material shall be discarded.

E. Rotate stock material and use prior to expiration date.

1.09 ENVIRONMENTAL REQUIREMENTS

A. Maintain air and substrate temperature at a minimum temperature of 50°F for 24 hours before, during, and for 24 hours after application of the material or as required by the product literature, which ever is more stringent. Contractor shall provide enclosures with heat to maintain temperatures.

1.10 GUARANTEE

A. Submit a guarantee, executed by the Contractor and co-signed by the installer, agreeing to repair/replace firestopping work performed under this Contract which has cracked, flaked, dusted excessively, peeled, or has separated or fallen from the substrate due to defective workmanship for a period of one (1) year from the date of substantial completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Hilti Construction Chemicals, Inc., Tulsa, OK.

B. The Carborundum Company, Niagara Falls, NY.

C. 3M Fire Protection Products, St. Paul, MN.

D. Bio Fireshield, Inc., Concord, MA

E. Tremco Sealant Division, Tremco LTD, Toronto, Ontario, Canada.

F. Specified Technologies, Inc., Somerville, NJ

G. W. R. Grace & Co., Macungie, PA

H. RectorSeal Corp., Houston, TX

I. Or Approved Equal

2.02 MATERIALS

A. Grout and sealant systems, as well as integral firestopping sleeves and membranes, shall meet or exceed requirements as specified in Part 1 of this Section and shall be acceptable to The City of New York.

B. Firestopping systems shall meet the requirements of ASTM E814, which include, but are not limited to, the following:

1. Prevent flame pass-through.

2. Restrict temperature to not exceed 325°F over ambient on side of assembly opposite flames.

3. Provide a positive smoke seal.

4. Withstand hose stream test with a minimum positive pressure differential of 0.01 inch (2.49 pa.)

5. Provide an F rating of not less than the required fire rating of the wall penetrated.

6. Provide an F rating and a T rating for floor penetrations of not less than 1 hour, but not less than the required fire rating of the floor penetrated, except as follows:

a. Floor penetrations contained and located within the cavity of a wall do not require a T-rating.

b. Metallic piping or tubing penetrating a single fire rated floor, having a maximum 6" diameter can be firestopped with concrete, grout or mortar of thickness to maintain the fire rating of the floor penetrated. No limit to the number of floors penetrated if the area of the penetration does not exceed 144 square inches in any 100 square feet of floor area.

C. Firestopping materials shall be asbestos-free, emit no toxic or combustible fumes and be capable of maintaining an effective barrier against flame, smoke, gas, and water in compliance with requirements of this Section.

D. Firestopping materials/systems shall be flexible to allow for normal movement of building structure and penetrating items(s) without affecting the adhesion or integrity of the system.

E. Firestopping materials shall not require hazardous waste disposal of used containers/packages.

F. On insulated pipe, the fire-rating classification must not require the removal of the insulation.

G. Firestopping materials shall be free of solvents. Shrinkage while curing shall not exceed shrinkage experienced during specified testing. Firestopping shall remain in complete contact with adjacent construction when fully cured.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine and confirm the compatibility of surfaces to receive firestopping materials. Verify that surfaces are sound, clean and dry and are ready to receive the firestopping.

B. Verify that penetration elements are properly located and securely fixed, with the proper space between the penetration element and surfaces of the opening.

3.02 PREPARATION

A. Protect adjacent surfaces and equipment from damage.
B. Clean surfaces of opening.

3.03 INSTALLATION

A. Install firestopping system in strict accordance with the manufacturer's instructions to obtain the fire-rating required at the specific location. The Commissioner and The City of New York shall be immediately notified of conditions that will not allow the proper installation of the material to achieve the required rating, such as the annular space between the penetration and sleeve not being wide enough to meet the requirements of the assembly.

B. Provide escutcheons for piping at each side of penetration.

3.04 FIELD QUALITY CONTROL

A. Special Inspection

1. The City of New York will assign under the requirements of Section 1704.25 of the 2014 NYC Building Code a Special Inspector who will inspect the firestopping/smoke seal installation to meet both the Special and periodic Special Requirements of the 2014 NYC Building Code.

2. The Special Inspector will make inspections and any testing deemed necessary.

B. Nonconforming Firestopping/Smoke Seal Installation

1. When inspection indicates firestopping does not comply with the required assembly, remove and replace firestopping.

2. Areas of repair or replacement will be reinspected for compliance to the approved assembly.

C. Contractors Responsibility for Quality Control

1. Inspect all installations to ensure that all work meets the requirements specified as the Work progresses.

2. Cooperate with the Special Inspector performing Special and Periodic Inspection. Provide all access, including scaffolding and ladders.

3. Do not cover firestopping work until it is accepted and approved by the Special Inspector.

3.05 CLEANING

A. Remove excess materials, droppings, and debris; remove excess materials from adjacent surfaces.

3.06 PROTECTION

A. Protect firestopping installations from damage until completion of all Project Work.

END OF SECTION 07 27 00

SECTION 07 27 20 FLUID-APPLIED MEMBRANE AIR BARRIER, VAPOR RETARDING

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. This Section includes but is not limited to the following:

1. Provide a vapor-retarding fluid-applied membrane air barrier system as part of the new insulated metal panel cladding at the 4th floor north wall
2. Provide a vapor-retarding fluid-applied membrane air barrier system as part of the new metal roofing at the 4th floor roof bulkhead

1.03 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)

B. National Institute of Standards and Technology (NIST)

C. Code of Federal Regulations (CFR)

1.04 DEFINITIONS

A. Air Barrier: The collection of vapor retarding air barrier materials and auxiliary materials applied to an opaque wall, including joints and junctions to abutting construction, to control movement of air and water vapor through the wall.

1.05 SUBMITTALS

A. Product Data

Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; and tested physical and performance properties of air barrier. Include curing requirements for all substrates and membrane materials. Include installation instructions for all materials. Installation instructions shall take into account the sequence of installation of adjacent construction materials.

B. Shop Drawings

1. Show locations and extent of air barrier. Include details for substrate joints and cracks, counterflashing strip, penetrations, inside and outside corners, terminations, and tie-ins with adjoining construction. Details shall include all conditions and auxiliary materials required for the provision of an air barrier continuous with other elements of the building envelope, whether or not these are indicated explicitly on the contract Drawings.

2. Include details of interfaces with other materials that form part of air barrier. Include details of interfaces with other materials that form part of the water drainage plane, including metal through-wall flashing, termination bars, and sealants.

3. Details shall indicate conditions specific to the Project. Manufacturer's typical details that do not reflect the actual Project conditions are insufficient. Details shall allow for proper sequence of installation of all components of the building envelope.

4. Include details of mockups.

C. Product Certificates

1. For air barriers, certify compatibility of air barrier and accessory materials with Project materials that connect to or that come in contact with the barrier.

   a. Contacted materials shall include, but not be limited to, masonry, masonry reinforcement, concrete, steel members, insulation, copper/fabric flashing, stainless steel flashing, flashing termination bar, termination bar sealant, door and window frames.

D. Guarantee and Warranty

Submit Contractor's Guarantee and manufacturer's Warranty.

E. Mock-up

Provide mock-up as indicated under Quality Assurance.

F. Qualification Data

1. For applicator/installer.
2. For manufacturer

G. Test and Inspection Reports

1. Product test reports: Based on evaluation of comprehensive tests performed by a qualified independent testing agency, for air barriers.

2. Field Test Reports

   a. Preconstruction – mockup

   b. Construction

3. Field Inspection Reports

H. Certifications

1. Air barrier manufacturer's Field Advisor's certification of completed Work: As specified.

1.06 QUALITY ASSURANCE

A. Qualifications

1. Applicator Qualifications: the contractor or subcontractor performing the work 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.

2. Membrane Manufacturer Qualifications: A company manufacturing air barrier materials of types indicated for this Project, that have resulted in applications with a record of successful in-service performance for a period of at least three years.

3. Testing Agency Qualifications: An NRTL, or an NVLAP, or an independent agency with a specialty in non-destructive testing and forensic investigation. Testing agency shall have experience conducting the indicated testing and inspection of air barrier systems, and shall be acceptable to the Commissioner.

a. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

b. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

B. Comply with applicable regulations regarding use and application of products that contain volatile organic compounds (VOC).

C. Company Field Advisor

Secure the services of a Company Field Advisor of the air barrier manufacturer. The Field Advisor shall be properly trained by the manufacturer to be technically qualified in design, installation, and servicing of the required products. Personnel involved solely in sales do not qualify. The Field Advisor shall be present at the pre-installation conference, at construction of the mockup, at the beginning of the actual air barrier installation, and as necessary throughout the project for the purpose of:

1. Rendering technical assistance to the Contractor regarding installation procedures of the system.

2. Familiarizing the Commissioner with all aspects of the system.

3. Answering all questions which might arise.

The Field Advisor shall make periodic visits during the execution of the Work, and shall certify the Work upon completion.

D. Mockups

Before beginning installation of air barrier, build mockups of exterior wall assembly, at least 25 sq. ft. of each assembly type, incorporating backup wall construction, relieving angle, window or window receptor, door frame and sill, brick ties, insulation, and flashing to demonstrate surface preparation, sequence of installation, crack and joint treatment, and sealing of gaps, terminations, transitions, and penetrations of air barrier membrane.

1. Coordinate construction of mockup to permit access for inspection by testing agency of air barrier before masonry veneer is installed.

2. Include parapet condition, building corner condition, and foundation wall intersection.

3. If Commissioner determines that mockups do not comply with requirements, reconstruct mockups and apply air barrier until mockups are approved.

4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

E. Pre-installation Conference

Conduct conference at Project site.

1. Include installers of other construction connecting to air barrier, including but not limited to waterproofing, masonry, sealants, flashing, windows, door frames, and roofing as applicable.

2. Review air barrier requirements including surface preparation, substrate condition and pretreatment, minimum substrate curing period, forecasted weather conditions, special details and flashings, mockups, installation procedures, sequence of installation, testing and inspecting procedures, and protection and repairs.

1.07 PERFORMANCE REQUIREMENTS

A. General: Air barrier shall perform as a continuous vapor-retarding air barrier and as a liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water penetration. Air barrier assemblies shall accommodate substrate movement and seal substrate expansion and control joints, construction material changes, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits. Air barrier shall withstand positive and negative air pressure without damage or displacement. Air barrier shall pass preconstruction testing and field quality control testing and inspection as specified.

B. Laboratory Test - Air Leakage of Air Barrier Assemblies: Air leakage not to exceed 0.01 cfm/sqft under a pressure differential of 1.57 lb/sqft; ASTM E2357.

C. All air barrier work shall be of material by a single manufacturer.

1.08 PRECONSTRUCTION TESTING

A. Mockup Testing: Air barrier assemblies shall comply with performance requirements indicated, as evidenced by reports based on mockup testing by a qualified testing agency acceptable to the Commissioner.

1. Qualitative Testing: Test mockups for evidence of air leakage according to ASTM E 1186, at a test pressure differential not less than 1.57 lbf/sf.

a. Smoke pencil with pressurization or depressurization. Include a window in the test area, or a window opening with window receptor in place and window opening sealed off.

b. Chamber depressurization using detection liquids.

2. Membrane/Substrate Adhesion Testing: Air barrier system shall demonstrate pull adhesion to concrete block of 30 pounds per square foot minimum, within 4 weeks of application of the air barrier membrane.

a. Alternate adhesion test: Testing in accordance with ASTM D4541 is acceptable, in lieu of the pull test described above. Pull-off strength shall be 35 psi, minimum.

b. Remove and replace deficient air barrier components, when air leakage or other deficiencies are detected, and retest as specified above.

c. Provide all equipment and materials required for testing.

d. Notify the Commissioner 14 days in advance of the dates and times when mockup testing will take place.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Store liquid materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air barrier manufacturer.

B. Remove and replace liquid materials that cannot be applied within their stated shelf life.

C. Store rolls according to manufacturer's written instructions.

D. Protect stored materials from direct sunlight.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Apply air barrier within the range of ambient and substrate temperatures recommended by air barrier manufacturer. Protect substrates from environmental conditions that affect performance of air barrier. Do not apply air barrier to a damp or wet substrate or during snow, rain, fog, or mist.

1.11 GUARANTEE AND WARRANTY

A. Contractor's Guarantee

Submit two year written guarantee covering defects in materials and workmanship, including primary air barrier and auxiliary materials which fail to achieve air tight and watertight seal, exhibit loss of adhesion or cohesion, or do not cure properly. Time of

guarantee shall commence with approval of the substantial completion. Should any defects develop during the period of guarantee, such defects shall at once be remedied without cost or expense to the City of NY. Contractor shall be responsible for removal and replacement of Work of other Sections as required for access to the Work of this Section.

B. Manufacturer's Warranty

In addition to the Contractor's Guarantee submit manufacturer's two year Warranty that air barrier and accessories are free of defects and are manufactured to meet manufacturer's published properties and the requirements of this Specification. Manufacturer shall promptly replace defective materials without cost or expense to the Commissioner.

PART 2 - PRODUCTS

2.01 FLUID-APPLIED MEMBRANE AIR BARRIER, VAPOR RETARDING

A. Fluid-Applied, Vapor-Retarding Membrane Air Barrier, synthetic polymer membrane. The manufacturers and systems listed below are acceptable subject to compliance with specified requirements.

1. Henry Company; "Air-Bloc 32"; for application above 40°F.

2. W. R. Grace & Co.; "Perm-A-Barrier Liquid"; for application above 40°F.

3. Carlisle Coatings & Waterproofing, Inc.; "Fire Resist Barritech NP60", for application above 40°F.

Or approved equal

B. Physical and Performance Properties

1. Membrane Air Permeance: Not to exceed 0.004 cfm x sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E2178.

2. Membrane Vapor Permeance: Not to exceed 0.1 perm; ASTM E96.

3. Aging - Long Term Flexibility: No fracturing; CGSB 71-GP-24M, or

Extensibility over 1/4" crack with heat aging: Pass; ASTM C836.

4. Low temperature flexibility and crack bridging: Pass testing under CGSB 37-GP-56M test procedures, at 23°F, or

   Low temperature flexibility and crack bridging: Pass testing with no cracking under ASTM C836 test procedures. 1/8" crack cycling, minimum 10 cycles at minus 15°F.

5. Pull adhesion to concrete block: 35 psi minimum; ASTM D4541.

6. Thickness: 60-mil (1.5-mm) dry film thickness, minimum. Thickness shall be greater as necessary to meet performance requirements. The material shall be of uniform composition throughout the full 60-mil thickness.

2.02 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by air barrier manufacturer for intended use and compatible with air barrier membrane. Provide auxiliary materials required for the provision of an air barrier continuous with other elements of the building envelope, whether or not these materials are indicated explicitly in the Contract Documents.

B. Modified Bituminous Transition Strip: Vapor-retarding, 40-mil-thick, smooth-surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a 4-mil- thick polyethylene film with release liner backing. Where appropriate, the manufacturer's liquid-applied transition membrane may be used where coordinated with the manufacturer. Liquid membrane shall have elongation at least equal to membrane. To be applied at 40 mils thickness.

C. Counterflashing Strip: Modified bituminous, 40-mil- thick, self-adhering sheet consisting of 32 mils of rubberized asphalt laminated to an 8-mil-thick, crosslaminated polyethylene film with release liner backing.

D. Modified Bituminous Strip: Vapor-retarding, 40-mil- thick, smooth-surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a 4-mil-thick polyethylene film with release liner backing.

E. Joint Reinforcing Strip: Air barrier manufacturer's glass-fiber-mesh tape.

F. Substrate Patching Membrane: Air barrier manufacturer's standard trowel-grade substrate filler.

G. Adhesive and Tape: Air barrier manufacturer's standard adhesive and pressure-sensitive adhesive tape.

H. Stainless-Steel Sheet: ASTM A240/A240M, Type 304, 0.0250 inch thick, and Series 300 stainless-steel fasteners.

I. Sprayed Polyurethane Foam Sealant: 1- or 2-component, foamed-in-place, polyurethane foam sealant, 1.5 to 2.0 lb/cu. ft. density; flame spread index of 25 or less according to ASTM E162; prepare substrate with non-corrosive materials as recommended by foam sealant manufacturer. Air barrier manufacturer shall confirm compatibility.

J. Transition membrane primer: Adhesive recommended for transition strip substrates by manufacturer of air barrier material.

K. Joint Sealant: ASTM C920, single-component, neutral-curing silicone; Class 100/50 (low-modulus), Grade NS, Use NT related to exposure, and, as applicable to joint substrates indicated, Use O. Air barrier manufacturer shall confirm compatibility with this and all other joint sealants that contact air barrier system materials.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements and other conditions affecting performance.

1. Verify that substrates are sound and free of oil, grease, dirt, excess mortar, or other contaminants.

2. Verify that concrete has cured and aged for minimum time period recommended by air barrier manufacturer.

3. Verify that concrete is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D4263.

4. Verify that masonry joints are flush and completely filled with mortar.

5. Verify that sealants have cured for minimum time period recommended by sealant manufacturer.

6. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 SURFACE PREPARATION

A. Clean, prepare, treat, and seal substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.

B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray affecting other construction.

C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants, or film-forming coatings from concrete.

D. Remove fins, ridges, mortar, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate patching material recommended by air barrier manufacturer.

E. Remove excess mortar from masonry ties, shelf angles, and other obstructions.

F. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners and edges to form a smooth transition from one plane to another.

G. Cover gaps in substrate plane and form a smooth transition from one substrate plane to another with stainless-steel sheet mechanically fastened to structural framing to provide continuous support for air barrier.

3.03 JOINT TREATMENT

A. Concrete and Masonry: Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C1193 and air barrier manufacturer's written instructions. Remove dust and dirt from joints and cracks complying with ASTM D4258 before coating surfaces.

1. Prepare substrate and apply a single thickness of preparation coat strip extending a minimum of 3 inches along each side of joints and cracks. Apply a double thickness of air barrier membrane and embed a joint reinforcing strip in preparation coat.

3.04 INSTALLATION OF TRANSITION STRIPS AND OTHER AUXILIARY MATERIALS

A. Install strips, transition strips, and auxiliary materials according to air barrier manufacturer's written instructions to form a seal with adjacent construction and maintain a continuous air barrier meeting all performance requirements.

1. Coordinate the installation of air barrier with installation of roofing membrane and parapet flashing to ensure continuity of air barrier.

2. Coordinate the installation of air barrier to allow for proper sequence of installation of all components of the building envelope.

B. Apply adhesive primer to substrates at required rate. Cover with air barrier strips in accordance with manufacturer's instructions.

C. Align and position transition membrane, remove protective film and press firmly into place. Ensure minimum 2 inch overlap at all end and side laps.

D. Connect and seal exterior wall air barrier membrane continuously to concrete below-grade structures, floor-to floor construction, parapet/roof construction, exterior glazing and window systems, exterior louvers, exterior door frames, other construction used in exterior wall openings, moving joints, and the interface of dissimilar materials, using strips and auxiliary materials. Provide a continuous air-tight covering over all surfaces, transitions and around penetrations. Allow for relative movement of different assemblies. Promptly roll all laps and membrane with a counter top roller to effect seal.

E. A continuous air barrier shall be installed, sealing all seams, joints, openings, and penetrations, maintaining the integrity of the air barrier. Sealing materials spanning joints between construction materials shall allow for expansion, contraction, and other movement of the materials. Provide sealed connections between all transitions in planes and changes in materials. Provide flexible seals where necessary to accommodate relative movement of adjacent components.

F. At end of each working day, seal top edge of strips and transition strips to substrate with termination mastic.

G. Apply joint sealants forming part of air barrier assembly within manufacturer's recommended application temperature ranges. Consult air barrier and sealant manufacturers for equivalent alternative when specified sealant cannot be applied within these temperature ranges.

H. Wall Openings and Envelope Corners: Apply adhesive primer to concealed perimeter frame surfaces of windows, doors, and curtain wall systems, masonry envelope corners. Apply modified bituminous transition strip so that a minimum of 3 inches of coverage is achieved over both substrates. Maintain 3 inches of full contact over firm bearing to perimeter frames. Roll transition strip firmly to enhance adhesion.

I. Fill gaps in perimeter frame surfaces of windows, doors, curtain wall systems, and miscellaneous penetrations of air barrier membrane with foam sealant. Ensure that foam sealant does not interfere with drainage or cause deflection of frames or other adverse affects.

J. Seal strips and transition strips around penetrations with termination mastic.

K. Seal top of through-wall flashings and termination bars to air barrier with an additional 6-inch-wide counterflashing strip, or with additional overlapping air barrier membrane material, as recommended by the membrane manufacturer. Use material compatible with copper/fabric flashing, termination bar, and sealant bead at top of termination bar.

L. Seal exposed edges of strips at seams, cuts, penetrations, and terminations not concealed by metal counterflashings or ending in reglets with termination mastic.

M. Repair punctures, voids, and deficient lapped seams in strips and transition strips. Slit and flatten fishmouths and blisters. Patch with transition strips extending 6 inches beyond repaired areas in strip direction.

3.05 AIR BARRIER MEMBRANE INSTALLATION

A. Apply air barrier membrane to the exterior side of concrete block back-up wall and other substrates, in conjunction with and sealed to strips and transition strips, to achieve a continuous, fully adhered air barrier system meeting all performance requirements. Installation shall be in accordance with air barrier manufacturer's written instructions. Seal all leakage pathways.

B. Apply air barrier membrane within manufacturer's recommended application temperature ranges.

C. Apply a continuous unbroken air barrier to substrates according to the following minimum thickness. Apply membrane in full contact around protrusions and penetrations, such as masonry ties.

1. Vapor-Retarding Membrane Air Barrier: 60-mil (1.5-mm) dry film thickness. Increase thickness where necessary to conform to required properties.

2. Wet film thickness varies for different product compositions and substrate textures. Approximate wet film thicknesses are 115 mils for Henry Air-Bloc 32, and 60 mils for Grace Perm-A-Barrier Liquid, and 115 mils for Carlisle Coatings Fire Resist Barritech NP60. The final dry, cured thickness shall be at least 60 mils, as verified by field testing.

D. Strips and air membrane shall overlap a minimum of 3", or in accordance with air barrier manufacturer's written instructions.

E. Cover air barrier using methods of adhesive attachment of cavity insulation described in Section 042000-Unit Masonry.

F. Provide access to the air barrier for testing and inspection by the testing agency and by the Commissioner. Do not cover air barrier until the completion of a curing period. Do not leave air barrier exposed longer than recommended by manufacturer.

G. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air barrier components.

3.06 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency, acceptable to the Commissioner, to perform tests and inspections and to prepare test reports and inspection reports for submission to the Commissioner.

B. Inspections: Air barrier materials and installation shall be inspected for compliance with requirements. Inspections shall include the following:

1. Continuity of air barrier system has been achieved, with no gaps or holes.

2. Continuous structural support of air barrier system has been provided.

3. Fluid-applied air barrier membrane has been applied to a thickness of at least 60 mils (1.5mm) dry film thickness.

4. Masonry and concrete surfaces are smooth, clean and free of cavities, protrusions, and mortar droppings.

5. Site conditions for application temperature and dryness of substrates have been maintained.

6. Maximum exposure time of materials to UV deterioration has not been exceeded.

7. Transition surfaces have been prepared with adhesive primer.

8. Laps in strips and transition strips have complied with minimum requirements and have been shingled in the moisture shedding direction (or mastic has been applied on exposed edges), with no fishmouths.

9. Termination mastic has been applied on cut edges.

10. Strips and transition strips have been firmly adhered to substrate.

11. Compatible materials have been used.

12. Transitions at changes in direction and structural support at gaps have been provided.

13. Connections between assemblies (membrane and sealants) have complied with requirements for cleanliness, preparation and priming of surfaces, structural support, integrity, and continuity of seal. Seals allow for relative movement of different assemblies due to expansion, contraction and other building movement.

14. All penetrations, seams, joints, and openings have been sealed.

15. All transitions in plane and changes in substrate materials have been sealed.

16. Seals to flashing and termination bars have been provided.

17. All other specified requirements have been met.

C. Tests: Testing shall include:

1. Qualitative Testing: Air barrier assemblies shall be tested for evidence of air leakage according to ASTM E1186, at a test pressure differential not less than 1.57 lbf/sf.

a. Chamber depressurization using detection liquids: Test at seams and penetrations. Perform at least one test for each 9000 sq. ft. of wall area, and as directed by the Commissioner. If leakage is detected, perform additional tests as directed by the Commissioner.

b. Smoke pencil with pressurization or depressurization: Perform testing at a minimum of two locations selected by the Commissioner. These tests are in addition to the mockup testing. Each test location area shall be at least 80 square feet. Each location shall include a window and brick ties. Perform the first test when masonry Work is 25% complete and the second test when masonry is 75% complete.

If leakage occurs at any location, repair and retest at that location and perform two additional tests at other locations selected by the Commissioner. For each subsequent failure where leakage is observed perform two additional tests.

Perform tests with window in place, or with window receptor in place and the window opening sealed off. Perform tests prior to installation of insulation and face brick in the test area.

c. Membrane/Substrate Adhesion Testing: Air barrier system shall demonstrate pull adhesion to concrete block of 30 pounds per square foot minimum, within 4 weeks of application of the air barrier membrane.

Perform testing at a minimum of two locations selected by the Commissioner. These tests are in addition to the mockup testing. Perform the first test when masonry Work is 25% complete and the second test when masonry is 75% complete.

1. Test procedure: Install a 1 square foot section of insulation board using adhesive in accordance with specification Section 042000. When air barrier and insulation adhesive have sufficiently cured, the system shall withstand a pulling force of 30 lbs. perpendicular to the plane of the wall.

2. Alternate adhesion test method: Testing in accordance with ASTM D4541 is acceptable, in lieu of the pull test described above. Pull-off strength shall be 35 psi, minimum.

d. Thickness testing: Measure dry film thickness of air barrier membrane to confirm 60 mils minimum thickness. Perform at least one test for each 9000 sq. ft. of wall area, and as directed by the Commissioner.

e. Provide all equipment and materials required for testing. Repair all parts of the Work disrupted or damaged in the course of testing.

f. Remove and replace deficient air barrier components, when air leakage or other deficiencies are detected, and re-inspect and retest as specified above.

3.07 JOB COMPLETION

A. A representative of the air barrier manufacturer (Company Field Advisor) shall inspect the Work periodically and notify the contractor of any defects. All defects must be corrected. The representative shall submit written certification to the Commissioner that representative has consulted on and inspected the work and that the materials and installation are in conformance with the manufacturer's published physical properties and installation recommendations and with the Contract Documents.

B. Cleaning and Protection

1. Protect air barrier system from damage during application and remainder of construction period. Comply with manufacturer's instructions.

a. Protect air barrier from exposure to UV light and harmful weather exposure as required by manufacturer. Remove and replace air barrier exposed for more than 30 days or longer than recommended by the manufacturer.

b. Protect air barrier from contact with creosote, uncured coal-tar products, sealants not approved by air barrier manufacturer, and other non-compatible materials.

c. Protect air barrier from mechanical damage.

2. Clean spills, stains, and soiling from construction that would be exposed in the completed work using cleaning agents and procedures recommended by manufacturer of affected construction.

3. Remove masking materials after installation.

END OF SECTION 07 27 20

SECTION 07 42 13 METAL WALL CLADDING

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
5. The Contract [City of New York Standard Construction Contract]

1.2 DESCRIPTION OF WORK

A. Provide all metal wall cladding Work as indicated on the Drawings, as required for the completed Work, and as specified herein. Locations include the following:

1. Penthouse north wall and returns at adjacent east and west walls
2. Fourth floor roof bulkhead

1.3 REFERENCES

A. ASTM International

1. ASTM A240; Standard Specification for Chromium and Chromium-Nickel Stanless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
2. ASTM A641; Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
3. ASTM A666; Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
4. ASTM A792 – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
5. ASTM B209; Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
6. ASTM B370; Standard Specification for Copper Sheet and Strip for Building Construction.

7. ASTM C612; Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
8. ASTM C645 – Standard Test Method for Nonstructural Steel Framing Members.
9. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
10. ASTM C1311; Standard Specification for Solvent Release Sealants.
11. ASTM D2244; Standard practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
12. ASTM D4214; Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
13. ASTM E283; Standard Test Method for determining Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors under Specified Pressure Differences across the Specimen.
14. ASTM E330; Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
15. ASTM E331; Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.

B. German Institute for Standardization (DIN)

1. DIN EN988; Specifications for zinc and zinc alloy rolled flat products for building.
2. DIN EN1179; Zinc and Zinc alloys – Primary Zinc.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer current technical literature for each type of product.

B. Design Submittal: Design metal wall panel assembly, submit comprehensive engineering analysis by a licensed professional engineer, using performance requirements and design criteria indicated.

C. Shop Drawings - Submit detailed drawings showing:

1. Profile
2. Gauge of panel
3. Location, layout and dimensions of panels
4. Location and type of fasteners
5. Shape and method of attachment of all trim
6. Locations and type of sealants
7. Installation sequence.
8. Other details as may be required for a weathertight installation

D. Samples: Provide panel width by 10 inches long minimum. Sample to have the specified finish color, texture and paint system.

E. Quality Assurance Submittals:

1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with requirements.

2. Manufacturer Erection Instructions: Provide manufacturer's written installation instructions including proper material storage, material handling, installation sequence, panel location(s), and attachment methods, details and required trim and accessories.

F. Closeout Submittals

1.5 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation meeting: Conduct a pre-installation meeting at the job site. Coordinate structural support requirements in relation to wall panel system, installation of any separate air/water barriers, treatment of fenestration, and other requirements specific to the project.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall have a minimum of three (3) years experience in the production of metal wall panels. Manufacturer shall demonstrate past experience with examples of projects of similar type and exposure.

B. Installer Qualifications: Installer shall be trained by the manufacturer and the work shall be supervised by a person having successfully completed a manufacturer training seminar regarding proper installation of the specified product. A minimum of three(3) years' experience is required.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver panel materials and components in manufacturer's original, unopened, undamaged packaging with identification labels intact.

B. Store wall panel materials on dry, level, firm, and clean surface. Elevate one end of bundle to allow moisture run-off, cover and ventilate to allow air to circulate and moisture to escape.

1.8 WARRANTY

A. Material Warranty: Standard form in which manufacturer agrees to repair or replace items that fail in materials or workmanship within specified warranty period. The items covered by the warranty include structural performance and finish performance.

1. Warranty Period: Two (2) years from date of Substantial Completion.

B. Finish Warranty: Standard form in which manufacturer agrees to repair or replace metal panels that evidence deterioration of fluoropolymer finish, including flaking or peeling from approved primed metal substrate, chalk in excess of 8 when tested in accordance with ASTM D4214, Method A, and /or color fading in excess of 5 ΔE Hunter units on panels when tested in accordance with ASTM D2244.

1. Warranty Period: Twenty (20) years from date Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Morin; a Kingspan Group Company

B. Kalzip Inc.

C. Fabral Corporation

D. Or Approved Equal.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal wall panel systems designed to resist the following. Testing shall be done based on ASTM E330:

1. Wind Loads: Determine loads based on the following minimum design wind pressures:

a. Uniform pressure 45 psf

2. Deflection Limits: Metal wall panel assemblies shall withstand horizontal deflections no greater than L/180of the span.

B. Water Penetration under Static Pressure: Provide metal wall panel systems designed to resist penetration of water under static pressure. Testing shall be based on ASTM E331. Wall panels when tested shall have no water leakage at 6 pounds per square foot.

C. Air Infiltration: Provide metal wall panel assemblies designed to resist air infiltration. Testing shall be done based on ASTM E283. Wall panels when tested shall have a maximum air leakage of 0.01 cfm per square feet of fixed wall area at a minimum static air-pressure differential of 1.57 foot pounds per square foot.

2.3 WALL PANEL MATERIALS

A. Steel:

1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792, Class AZ50 coating designation, Grade 40.
2. Gauge: 22

2.4 CONCEALED FASTENER WALL CLADDING

A. Wall Panel Description:

1. Panel Width: 16 inches
2. Profile: Standing seam, ¾"-1"
3. Texture: Smooth

Basis of design is: MORIN Corp. SCR-16, Galvalume

2.5 ACCESSORIES

A. Wall panel accessories: Provide accessories as required for a complete installation. Accessories shall be as indicated on approved shop drawings and per manufacturer's approved standard details.

1. Metal Profile Closure Strips: Shall be fabricated from same gauge, material and finish as metal panel.

B. Trim:

1. Fabricate trim from same material and material thickness as wall panels. Finish to match metal wall panels.
2. Locations include, but are not limited to the following: Drips, sills, jambs, corners, framed openings, parapet caps, reveals and fillers.
3. Refer to Section 07 60 00 - Flashing and Sheet Metal

C. Fasteners:

1. Fasteners: Fasteners as recommended by manufacturer.
2. Concealed Anchor Clips: One piece fixed clip
3. Backing Plates: Provide metal backing plates at panel end splices fabricated from material recommended by manufacturer.
4. Closure Strips: Provide closed cell closure strips, minimum 1 inch thick matching metal roof panel profile.

D. Panel Sealant:

1. Joint Sealant: ASTM C920 as recommended in writing by metal wall panel manufacturer.

2.6 FABRICATION

A. Fabricate metal wall panels to eliminate condensation on interior side of panel and with joints between panels designed to form weathertight seals.

B. Panels shall be factory formed. Field formed panels are not acceptable.

C. Trim Accessories: Fabricate steel trim accessories to comply with recommendations outlined in SMACNA's "Architectural Sheet Metal Manual"

2.7 FINISHES

A. Steel:

1. Finish and Color:

a. Color: Morin Metal Wall Panel color chart- "Zinc Grey"
b. Finish System:
1) 2.4 mil. Fluropolymer (PVDF) Three Coat system: 0.8 mil primer with 0.8 mil Kynar 500 (70%) or approved equal SOLID color coat and 0.8 mil clear coat.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Provide field measurements to manufacturer as required to achieve proper fit of the metal wall panels to building envelope. Measurements shall be provided in a timely manner so that there is no impact to construction or manufacturing schedule.

B. Supporting Steel: All structural supports required for installation of panels shall be by others. Support members shall be installed within the following tolerances:

1. Plus or minus 1/8 inch in 5 feet in any direction along plane of framing.
2. Plus or minus ¼ inch cumulative in 20 feet in any direction along plane of framing.
3. Plus or minus ½ inch from framing plane on any elevation.
4. Plumb or level within 1/8 inch at all changes of transverse for performed corner panel applications.
5. Verify that bearing support has been provided behind vertical joints of horizontal panel systems and vertical joints of horizontal panel systems. Width of support shall be as recommended by manufacturer.

C. Examine individual panels upon removing from the bundle; notify manufacturer of panel defects. Do not install defective panels.

3.2 PANEL INSTALLATION

A. Apply sealant per manufacturer's recommendations and approved shop drawings.

B. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.

C. Install panels plumb, level, and true-to-line to dimensions and layout indicated on approved shop drawings.

D. Cutting and fitting of panels shall be neat, square and true. Torch cutting is prohibited.

3.3 TRIM INSTALLATION

A. Place trim and trim fasteners only as indicated per details on the approved shop drawings.

B. Apply sealant tape at trim, per manufacturer's details and approved shop drawings, for weathertight installation.

3.4 SEALANT INSTALLATION FOR EXPOSED JOINTS

A. Clean and prime surfaces to review exterior exposed sealants in accordance with sealant manufacturer's recommendations.

B. Follow sealant manufacturer's recommendations for joint width-to-depth ratio, application temperature range, size and type of backer rod, and compatibility of materials for adhesion.

3.5 CLEANING AND PROTECTION

A. Remove protective film immediately after installation.

B. Touch-up, repair or replace metal panels and trim that have been damaged.

C. After metal wall panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

END OF SECTION 07 42 13

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SECTION 07 56 02 LIQUID APPLIED ROOFING SYSTEM

PART 1 GENERAL

1.01 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
   5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide Liquid Applied Roofing system as indicated on the Drawings, as required for the completed Work, and as specified herein. The Work shall include, but shall not be limited to, the following:
   1. Roofing Membrane, Flashings and Terminations
   2. Insulation, Cover Board
   3. Crickets
   4. Miscellaneous flashings and other roof work as indicated in the drawings.

1.03 REFERENCES

A. The following is a listing of publications referenced in this Section:

   1. American Society for Testing and Materials (ASTM)
      - ASTM A 653 Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
      - ASTM C 1177 Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
      - ASTM C 1289 Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
      - ASTM C 1303 Test Method for Predicting Long-Term Thermal Resistance of Closed-Cell Foam Insulation.
      - ASTM D 1622 Test Method for Apparent Density of Rigid Cellular Plastics.
      - ASTM D 4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
      - ASTM E 548 Guide for General Criteria Used for Evaluating Laboratory Competence.
   2. FM Global (FM)
      - FM 4470 Approval Standard for Class 1 Roof Covers.
   3. The Society for Protective Coatings (SSPC)
      - SSPC-SP 3 Power Tool Cleaning.
   4. U.S. Department of Commerce/National Institute for Standards and Technology (DOC/NIST)

DOC PS 20 American Softwood Lumber Standard.

1.04 DESIGN AND PERFORMANCE REQUIREMENTS

A. Watertightness: Furnish and install roofing and flashing system that is watertight and will not permit the passage of liquid water.

B. Material Compatibility: Furnish and install roofing and flashing materials that are compatible with one another and able to bond to substrate under conditions of service and application required. Upon Commissioner's request, demonstrate material compatibility and bonding ability.

C. Energy Performance: Provide roofing system with initial Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.
1. Provide roofing system that is listed on DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: the contractor or subcontractor must be a company regularly engaged in performing roofing projects with its own workforce and have successfully completed in a timely fashion at least three (3) roofing projects similar in scope, size and type to the required work within the last three (3) consecutive years prior to the bid opening. At least one of those projects must have been performed within the last twelve (12) months. The three (3) qualifying projects must have utilized one or more of the roofing systems specified for the project being bid herein, been installed by the contractor's or subcontractor's company utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system. In addition, the contractor or subcontractor must be a certified or authorized installer for at least one of the manufacturer's roofing systems specified herein and shall submit proof of the same.

B. Testing Agency Qualifications: Demonstrate to Commissioner 's satisfaction, based on Commissioner 's evaluation of criteria conforming to ASTM E 548, that the independent testing agency has the experience and capability to satisfactorily conduct the required testing without delaying the Work.

C. Source Limitations: Obtain cold fluid-applied roofing and flashing system products from a single manufacturer.

D. Testing Responsibility: Where testing of cold fluid-applied roofing and flashing system materials is indicated, engage a qualified testing agency to perform the testing and to interpret test results, unless otherwise indicated.

E. Conduct conference at construction site.

1. Before installing roofing and flashing system, meet with Commissioner, independent testing agency, roofing and flashing manufacturer and other concerned entities.
2. Review requirements for roofing and flashing system, including surface preparation; substrate condition and pretreatment; minimum curing period; forecast weather conditions; special details and flashing conditions; installation procedures; inspection and testing procedures; and protection and repairs.
3. Notify participants at least three working days before conference.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to construction site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life and directions for storing and mixing with other components.

B. Store materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing and flashing manufacturer. Protect stored materials from direct sunlight.

C. Protect materials against damage by construction traffic. Remove and replace material that cannot be applied within its stated shelf life.

1.07 ENVIRONMENTAL CONDITIONS

A. Do not apply roofing and flashing membrane during or under the threat of inclement weather.

B. Application of cold fluid-applied roofing and flashing system may proceed while air temperature is between 23 degrees F and 95 degrees F and the substrate is a minimum of 5 degrees F above the dew point.

C. When ambient temperatures are at or expected to fall below 50 degrees F, or areat 75 degrees F or higher, follow manufacturer's recommendations for weather related additives and application procedures.

1.08 INTEGRITY TESTING

A. Provide low voltage electronic leak testing performed by an independent testing firm. Testing to detect breaches in the roofing system membrane that will result in leaks.

B. Equipment:
1. Direct current pulsating generator.
2. Grounding wire.
3. Perimeter cord.
4. Direction sensitive potentiometer with metal probes.

C. Perform integrity testing using skilled personnel trained in the use of the

equipment and the testing protocol procedures.

D. Submit reports of test results including scaled roof plans that include the following:
   1. Show areas, size of area, breaches, results and date of each days testing. Relate areas to permanent roof top features. Indicate
   2. Locations of breaches or defects in roofing system. Locate each breach with at least two offset dimensions from permanent roof top features.

E. Provide potable water source adjacent to each day's test area.

F. Maintain test area clear of obstructions and debris leaving one hundred (100) percent exposed for testing.

G. Provide a grounding source adjacent to each days test area.

1.09 SUBMITTALS

A. Product Data: For each type of roofing and flashing product specified. Include manufacturer's written instructions for evaluating, preparing and treating substrate; technical data; and tested physical and performance properties.

B. Shop Drawings: Submit Shop Drawings for the following:

   1. Cold fluid-applied roofing and flashing system. Include a separate drawing of each flashing condition.

   2. Roof insulation (base and tapered) layout drawing, including thicknesses, pitches, insulation fastening patterns.

Arrange for Shop Drawings to be reviewed and approved by roofing and flashing system manufacturer prior to submission to the Commissioner.

C. Roof survey when existing roof is removed to locate high and low points of existing roof deck, pitch and locations of roof penetrations. Roof survey after new roofing installation to demonstrate compliance with required new pitch and general layout.

D. Samples
   1. Manufacturer's color charts showing the full range of colors available for roof coatings.
   2. Identification Sign on paper or hardboard, showing copy and graphics as they will appear in the final installation.

E. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.

F. Qualification Data: For firms specified in the "Quality Assurance" Article to demonstrate their capabilities and experience.

G. Product Test Reports: Indicate compliance of fluid-applied roofing and flashing with requirements of this Section, based on comprehensive testing of current product formulations. Provide certification stamp and authorized signature for laboratory.

H. Submit certification from the roofing and flashing system manufacturer that:

1. Roofing and flashing materials, primers, flashing, insulation, fasteners, sealants and other components furnished as part of the roofing and flashing system conform to the requirements of this Section.
2. Materials furnished are compatible with the deck types shown on the Contract Drawings, each one to the other and to adjacent related Work.

1.10 WARRANTY

A. Manufacturer's Warranty: Furnish the membrane manufacturer's printed 20 Year, No dollar Limit, Full System Warranty, covering workmanship and materials for the Work of this Section.

1. Wind speed: Up to 90 mph.
2. The warranty shall include, but not be limited to, repair of leakage and the repair and/or replacement of the roofing system as necessary to correct defects caused by the materials or workmanship.
   a. Materials shall include membrane, insulation, fasteners, adhesives, membrane flashings, and other accessory items provided as part of the complete roof system.
   b. Repair and/or replacement of the roofing system shall include the replacement of wet insulation. For the purpose of this specification, insulation will be considered wet if either of the following exists:
      1) Free water is visible when the insulation is compressed.
      2) No free water is visible when the insulation is compressed, but the insulation is damp to the touch over a large enough area, as determined by the Commissioner, to jeopardize the integrity of the roof system and any of its components, or to significantly lower the specified R value of the insulation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with the requirements of this Section, furnish and install products of one of the following manufacturers:

1. ALT Global, Fairfield, NJ.
2. Kemperol Fluid-Applied Roofing and Flashing, as manufactured by Kemco Kemper System, Inc.; Teaneck, NJ.
3. Siplast PMMA Liquid Applied Waterproofing and Flashing System, as manufactured by Siplast, Inc.
4. Or approved equal

2.02 MATERIALS

A. Fluid-Applied Membrane: Cold fluid-applied membrane with a reinforcing fabric/ mat, for a minimum finished dry film membrane thickness of 70 mils.

The finish roof system shall have a minimum Solar Reflectance Index of 72

1. Kemperol Fluid-Applied Roofing and Flashing shall consist of the following components:
   a. Primer: Two-component, solvent-free, high-solids epoxy primer for concrete and masonry substrates and two-component, solvent-free, high-solids polyurethane primer for metal and non-porous substrates and proximity to occupied spaces, including their air intake systems.
   b. Resin: Kemperol REFLECT 2K-FR Resin, multi-component, elastomeric, solvent-free polyurethane resin.
   c. Fleece: Kemperol Fleece 165-gram polyester fleece reinforcement.
   d. A second layer of resin with embedded aggregrate.

2. ALT Global products shall consist of the following components:
   a. Primer: High performance thixotropic PMMA uni-primer.
   b. Resin: R230, a two-component, PMMA resin.
   c. Reinforcement Mat: Poly Mat fabric reinforcement. 165-gram

3 Siplast, Inc. Roofing and Flashing System shall consist of the following components:
   a. Primer: Pro Primer W, T and R, two-component, solvent-free, high solids, PMMA Primer; or Paradiene 20 TG or SA-P.
   b. Resin: Parapro Roofing and Flashing and Roof Resin, a two-component, PMMA, elastomeric, V.O.C. compliant, roofing, flashing and roof resin.
   c. Fleece: Pro Fleece, 165-gram
   d. Cleaner: Pro-Prep, Ethyl Acetate based cleaner.

B. Roof Insulation
   1. General
      a. Roof insulation shall consist of primary, tapered and fill insulation; and cover board as required for compliance with the requirements of this Section. Install tapered and fill insulation over the primary insulation to provide the required slope and pitch to roof drains.
      b. Furnish and install minimum 1/2-inch thick cover board over minimum 3-inch thick tapered polyisocyanurate insulation.
      c. The primary insulation shall have a minimum aged R-value of 8 based on a 15 year time-weighted average Long-Term Thermal

Resistance (LTTR) as determined per ASTM C 1303, and a minimum density of 2 pcf, in accordance with ASTM D 1622, unless otherwise shown on the Contract Drawings.

d. The total insulation thermal resistance averaged over the entire roof area shall produce a Minimum (insulation only) Average of R-26

2. Slope insulation to drain. Fabricate with taper of 1/8 inch per 12 inches (1:48) over vapor barrier and concrete deck and1/4 inch per foot as indicated for roof drain sumps
3. Furnish and install preformed saddles, crickets, tapered edge strips and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
4. Furnish and install polyisocyanurate tapered insulation saddles between all roof drains.
5. Polyisocyanurate Board Insulation: Rigid, closed-cell cellular polyisocyanurate thermal insulation integrally laminated to heavy non-asphaltic fiber-reinforced felt facers, CFC and HCFC 141b-free, and complying with ASTM C 1289, Type II, Class 1, Grade 2 (minimum compressive strength of 20 psi), nominal 2.0 pcf density; and as follows:
   a. Facer Type: Felt or glass-fiber mat as acceptable to roofing and flashing system manufacturer.
   b. Furnish and install one of the following products, or approved equal:
      (1) ACFoam-II and Tapered ACFoam, as manufactured by Atlas Roofing Corp., Atlanta, GA.
      (2) ENRGY 3 and Tapered ENRGY 3, as manufactured by Johns Manville, Denver, CO.
      (3) H-Shield and Tapered H-Shield, as manufactured by Hunter Panels, LLC, Portland, ME.
      (4) Multi Max FA-3 and Tapered Thermaroof-3, as manufactured by Rmax, Inc., Dallas, TX.
6. Substrate Board and Cover Board: Provide one of the following manufacturers/products, or approved equal:
   a. "Dens-Deck Prime Roof Guard," manufactured by Georgia-Pacific Corporation; ASTM C 1177, glass-mat, water-resistant gypsum substrate, 1/2 inch thick with factory-primed face.
   b. Securelock ½" cement board as manufactured by United States Gypsum Company, Chicago, IL; ASTM C 1278, compressive strength minimum 1,800 psi, ½ inch thick.
   c. Permabase ½" cement board, as manufactured by National Gypsum Company
7. Approval of insulation and cover board products by manufacturers other than those listed above will be based on compliance with requirements of this Section.

C. Sealant: Use sealant recommended by the roofing system manufacturer for compatibility and performance. Sealant coming in contact with any component of the roofing and flashing system shall be installed in strict compliance with the published instructions of the sealant manufacturer.

2.03 AUXILIARY MATERIALS

A. Water Cutoff Mastic: Manufacturer's standard product.

B. Polyurethane Roofing Adhesive: Single component polyurethane adhesive, acceptable to the roof system manufacturer.
1. Product: Insta-Stik Quik-Set Roofing Adhesive, as manufactured by The Dow Chemical Company
2. Olybond 500, as manufactured by OMG Roofing Products
3. ISO Fix II, as manufactured by Firestone Building Products
4. Or approved equal

2.04 FLOOD TESTING AND INTEGRITY TESTING

A. Flood Test Prior to Integrity Testing:
1. After completion of roofing work specified above, all drains shall be plugged and all roofs of above locations of Work shall be flooded with a minimum of 1" of water above the high points. Water shall remain for a minimum of 24 hours. For each flood test performed, the Contractor shall notify the Commissioner when the minimum 1" of water above high point has been reached to mark the start of test period for verification and notification to the New York City's Construction Inspection Division to allow for inspection. If leaks occur, Contractor shall do all necessary work to correct them and flood testing shall be repeated until no leaks occur.
2. Water test all existing drains and conductor pipes. Any drains or pipes found to be clogged or pipes found to be leaking, shall be repaired/replaced at the Contractor's expense.

B. Integrity Test: After flood testing has been approved, perform a roof integrity test. Acceptable testing firms:
1. Infra Red Analyzers, Williston, VT (800) 979 1964
2. Exterior Consulting and Roof Management, Albany, NY (518) 456 5274
3. Wiss. Janney, Estner Associates, Shelton, Ct., (203) 944 9424
4. Honza Group Incorporated, Columbus, MD., (301) 953 7210

PART 3 EXECUTION

3.01 EXAMINATION

A. Before commencing with the Work, water test all existing deck drains prior to their removal and replacement and conductor pipes in accordance with procedures described in Plumbing Drawings. Submit a written report to the Commissioner indicating which drains or conductors, if any, are not operating at full capacity.

1. Replacement of drains except for three (3) in Air Intakes are in the contract. Removal and replacement of conductors or storm piping found to be clogged is included in the Work as part of Provision No.5on Contract Drawings.

B. Examine substrates, areas and conditions under which roofing and flashing will be applied, with Installer present, for compliance with requirements.

C. Verify that roof openings and penetrations are in place and set and braced, and that roof drains are properly clamped into position.

D. Verify that wood nailers are in place and secured and match thicknesses of insulation required.

E. For areas where concrete substrate is shown on the Contract Drawings, do not proceed with installation until after the minimum concrete curing period recommended by roofing and flashing system manufacturer.

1. Test concrete substrate for capillary moisture by the plastic sheet method according to ASTM D 4263.

F. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Clean substrate of dust, debris and other substances detrimental to roofing and flashing installation according to roofing and flashing system manufacturer's written instructions. Remove sharp projections. Furnish clean, dust-free and dry substrate for roofing and flashing application.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof drain plugs when no work is taking place or when rain is forecast.

C. Complete terminations and base flashing and furnish and install temporary seals to prevent water from entering completed sections of the roofing and flashing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing and flashing.

D. Prime substrates with specified primer.

E. Steel surfaces to be flashed shall receive an SSPC-SP 3 surface preparation, extending minimum 10 inches above roof surface.

3.03 INSULATION INSTALLATION

A. Coordinate installing roofing and flashing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with roofing and flashing system manufacturer's written instructions for installing roof insulation.

C. Install tapered insulation under area of roofing to conform to slopes shown on the Contract Drawings and to approved Shop Drawings.

D. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches or greater, install required thickness in 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

F. Install insulation with long joints of insulation in a continuous straight line and with end joints staggered between rows. Insulation and cover board shall be loosely butted, without gaps, to all projections, penetrations and nailers. Fill all gaps in insulation with insulation of filler material acceptable to roofing system manufacturer. Under no circumstances shall the membrane be kept unsupported over a space greater than 1/16 inch.

G. Apply roof insulation, using one or more of the following methods, in accordance with requirements of 1.03 and manufacturer's specifications and as appropriate for deck types shown on the Contract Drawings.

H. Apply polyurethane roofing adhesive, as per insulation manufacturer's directions.

I. Install each layer of insulation and secure to deck using adhesive.

J. Install cover board over insulation with long joints in continuous straight lines and with end joints staggered between rows. Loosely butt cover boards together and fasten to roof deck according to roofing and flashing system manufacturer's written instructions.

3.04 COLD FLUID-APPLIED REINFORCED ROOFING AND FLASHING SYSTEM INSTALLATION

A. Follow roofing and flashing system manufacturer's written instructions regarding installation of primer, fluid-applied membrane and roofing and flashing.

1. Strip away aggregate surfacing of existing roof where it abuts Work of this Section, to facilitate application of fluid-applied roofing and flashing system.
2. Cleaner Application: After any unanticipated delay in work and immediately before resuming roofing and flashing installation, remove surface contaminants and wipe surface with manufacturer's recommended cleaner.

3.05 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing and flashing system manufacturer's technical personnel to inspect roofing and flashing installation on completion and submit report to the Commissioner. Notify the Commissioner 48 hours in advance of the date and time of inspection.

3.06 PROTECTING AND CLEANING

A. Protect cold fluid-applied roofing and flashing system from damage and wear during construction period. When remaining construction will not affect or endanger roofing and flashing, inspect roofing and flashing for deterioration and damage, describing its nature and extent in a written report, with five copies to the Commissioner.

B. Correct deficiencies in or remove roofing and flashing that does not comply with requirements, repair substrates, reinstall roofing and flashing, and repair or replace sheet roofing and flashing to a condition free of damage and deterioration at the time of issuance of the Certificate of Final Completion and according to manufacturer's guarantee requirements.

C. Clean soiling and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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SECTION 07 60 00 FLASHING AND SHEET METAL

PART 1 – GENERAL

1.01 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
   5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide all flashing, trim and sheet metal Work as indicated on the Drawings, as required for the completed Work, and as specified herein. The Work shall include, but shall not be limited to, the following:

   1. Roof flashings, counterflashing and reglets
   2. Coping flashings
   3. Gutters and downspouts
   4. Insulated rooftop duct Curbs (prefabricated)
   5. Miscellaneous flashings and other sheet metal work as indicated in the drawings.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).

C. American Society for Testing and Materials (ASTM).

D. Federal Specifications (FS).

1.04 SUBMITTALS

A. Shop Drawings

   1. Provide shop drawings for each sheet metal item to indicate shape, dimensions, material and gauge, finish. Show the manner of forming, jointing, and securing the metal flashings, trim, and other specified sheet metal items. Include expansion joint connections, and the method of forming waterproof connections to adjoining construction.

B. Samples

1. Materials for Flashing and Counter Flashing: One 6" sq piece, for each material specified.
2. Sample of new gutter with integral fascia matching profile of existing
3. Sample of new downspout

C. Certificates of qualifications as specified under Article titled "Quality Assurance".

1.05 QUALITY ASSURANCE

A. Except as otherwise shown or specified, comply with applicable recommendations, details, and standards of SMACNA.

B. The installer shall have a minimum of three(3) years' experience in the fabrication and installation of flashing systems, sheet metal components and other items utilizing the materials indicated in the specifications and drawings

C. All metal Work shall be ink-stamped at intervals, identifying

Manufacturer, type metal, and gage or thickness.

D. Materials containing asbestos are prohibited.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products of this Section in such manner to protect them from damage.

1.07 PROJECT CONDITIONS

A. Make the roof and all uncompleted flashings watertight at the end of each work day.

1.08 GUARANTEE

A. The Contractor shall provide a two (2) year written guarantee, covering the flashing and sheet metal materials and workmanship. Should any defects occur during the stated period, they shall be corrected immediately, and all damage caused by such defects shall be corrected; all corrective Work shall be at the Contractor's expense.

PART 2 - PRODUCTS

2.01 MATERIALS FOR FABRICATION

A. Copper sheet

20oz copper sheet-typical for all copper items indicated

B. Stainless steel Sheet: Match to existing stainless gauge

Dead soft fully annealed stainless steel sheet, ASTM A240, Type 316, 2D dull finish.

C. For duct roof curbs, use min 16GA galvanized steel sheet

D. Aluminum sheet (gutters and downspouts): 0.032" thick

2.02 FASTENERS

A. Screws, Bolts, and other Fastening Accessories: Stainless steel

B. Anchors

Provide one of the following types:

1. Hammer driven anchors, consisting of a stainless steel drive pin and a corrosion resistant metal expansion shield inserted thru a stainless steel disc with an EPDM sealing washer.

2. Self-tapping, corrosion resistant, concrete and masonry screw inserted thru a stainless steel disc with an EPDM sealing washer.

2.03 MISCELLANEOUS MATERIALS

A. Solder

Composition of block tin/pig lead of proportion recommended by the metal manufacturer, stamped either 50/50 or 60/40 "Warranted".

B. Flux

Paste or acid type as recommended by the metal manufacturer.

C. Flashing Sealants, Cements, Mastics, and Adhesives

Provide products recommended in writing by the flashing manufacturer. Materials containing asbestos are prohibited.

1. Where low modulus silicone sealant is indicated provide ASTM C 920, single-component, neutral-curing silicone; Class 100/50, Grade NS, Use NT, Use O.

2.04 FABRICATION

A. General: Where practicable, form and fabricate sheet metal Work in the factory or shop. Produce bends and profiles accurately to the indicated shapes. Where not indicated or specified, follow the applicable requirements of the reference standards listed in PART 1. All corners to be factory prefabricated. Hem exposed sheet metal to eliminate all sharp edges and corners.

B. Stainless Steel and Copper Flashing and Counterflashing: Fabricated to be spring-tight against wall/roofing flashing when required. All corners shall be factory prefabricated: mitered and lapped approximately 1" at corner, and fully soldered or welded.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Coordinate the work of this Section with other Work for the correct sequencing of items which make up the entire system of weatherproofing or waterproofing.

3.02 PREPARATION

A. Do not install the Work of this Section unless all necessary nailers, blocking and other supporting components have been provided.

B. Do not install the Work of this Section unless all substrates are clean and dry. Do not cover air barrier membrane until the completion of a curing period if recommended by the membrane manufacturer.

3.03 INSTALLATION

A. Isolation: Separate dissimilar metals from each other with a dielectric coating to prevent galvanic action. Coating shall be bituminous or synthetic material as required for compatibility with adjacent materials.

B. Tinning and Soldering:

1. Use soldering irons (heavy coppers) as Industry Standard. Torch soldering is not acceptable.

2. Clean, flux and tin all surfaces to be soldered.

3. Sweat solder thoroughly into seams, completely filling the seam for the full width.

4. Upon completion of soldering, remove all traces of flux residue, and if required, apply a neutralizing wash followed by a clean water wash.

C. Installing Flashing and Counterflashing: Form and install flashing and counterflashing in accordance with SMACNA practices.

END OF SECTION 07 60 00

SECTION 07 90 00 JOINT SEALERS

PART 1 – GENERAL

1.01 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
   5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide all joint sealer Work as indicated on the Drawings, as required for the completed Work, and as specified herein. Sealant installation locations include, but are not limited to the following locations:

   1. Window and door openings
   2. Exterior insulated metal panel
   3. Metal roofing
   4. Flashing locations, as indicated

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work

   1. American Society for Testing and Materials (ASTM)

1.04 SUBMITTALS

A. Product Data

   Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.

B. Samples for Initial Selection:

   1. For general purpose use, Colors of Exposed Joint Sealants: Provide custom colors which match the Commissioner's samples.

   2. For all other uses: provide Manufacturer's color charts consisting of strips of cured sealants showing the full range of Manufacturer's standard colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in ½ inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants

D. Quality Control Submittals

1. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

2. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.

3. Company Field Advisor Data: Name, business address, and telephone number of Company Field Advisor.

4. Test Results

a. Sealant manufacturer's test reports certifying compatibility with all contiguous materials.

b. Sealant manufacturer's test reports certifying that the sealant will not stain contiguous materials.

c. The results of field adhesion testing.

1.05 QUALITY ASSURANCE

A. Installer's Qualifications

The persons installing the sealants and their supervisor shall have a minimum of three (3) years' experience in the installation of sealants and shall have been regularly employed by a company engaged in the installation of sealants.

1. Furnish a letter from the sealant manufacturer, stating that the Installer is properly trained to install the manufacturer's sealant materials.

B. Container Labels

Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle joint sealer materials as recommended by the Manufacturer, to protect from damage.

1.07 PROJECT CONDITIONS

A. Environmental Requirements

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F.

2. Humidity and Moisture: Do not install the Work of this Section under conditions that are detrimental to the application, curing, and performance of the materials.

3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.

4. Do not proceed with installation of joint sealants under the following conditions

a. When joint substrates are wet.

b. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

c. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

d. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

e. Surfaces are frozen.

f. Surfaces are superheated by the sun.

B. Protection

1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved covering to prevent defacement from droppings.

3. Protect any painted surfaces which are not included in the Work from impact or damage.

PART 2 - PRODUCTS

2.01 SEALANTS

A. Type 1 Sealant; for general purpose use:

1. One-part low-medium modulus silicone sealant (plus or minus 50% movement); ASTM C920 classifications type S, grade NS, class 25, uses NT, M, G, and A: General Electric Silpruf, Dow Corning's 791, Pecora's 864, Sonneborn's Omniseal, Tremco Spectrem 2 or Sika SikaSil C-955, or approved equal.

   Silicones shall meet the following requirements:

   - ASTM C719 - Low-Medium Modulus (+ or - 50%). Sealants shall not exhibit any cracking or surface degradation after 5000 hours exposure in the Atlas Twin Arc Weatherometer.

   - ASTM C661 - Shall not incur a durometer increase greater than 10 points.

   - Sealants shall contain zero parts of toxic isocyanurate ingredients.

B. Provide custom colors or other colors as determined by the Commissioner.

C. Thoroughly clean surfaces on which sealant is to be applied and prime surfaces as recommended by Manufacturer before applying sealant.

2.02 JOINT FILLERS

A. Expanded Polyethylene Joint Filler:
Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

2.03 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, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint

application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

E. Bond Breaker Tape:

Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self-adhesive where applicable.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.02 PREPARATION

A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.

1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.

2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.

3. Use methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.

3.03 JOINT BACKING INSTALLATION

A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.

B. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

3.04 SEALANT INSTALLATION

A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.

B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impracticable, install sealant by knife or by pouring, as applicable.

C. Finishing

Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.

1. Use tool wetting agents as recommended by the sealant manufacturer.

3.05 FIELD QUALITY CONTROL

A. Field Adhesion Testing of Sealants - Test completed elastomeric joints as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:

a. Perform one test for each 500 feet of joint length thereafter or one test per each floor per elevation.

2. Test Method – Test joints by hand pull method described below:

a. Make knife cuts from one side of the joint to the other, followed by two cuts approximately 2 inches long at sides of joint and meeting cross cut at one end. Place a mark 1 inch from cross-cut end of 2 inch piece.

b. Use fingers to grasp 2 inch piece of sealant between cross-cut end and 1" mark, pull firmly at a 90 degree angle or more in direction of side cuts while holding a ruler along sides of sealant. Pull sealant out of joint to the distance recommended by the sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension, hold this position for 10 seconds.

c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side.

3 Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.

4. Inspect tested joints and report on the following:

a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

b. Whether sealants filled joint cavities and are free of voids.

c. Whether sealant dimensions and configurations comply with specified requirements.

5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

7. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.06 CLEANING

A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.

B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION 07 90 00

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SECTION 08 11 00 STEEL DOORS AND FRAMES

PART 1 – GENERAL

1.01 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
   5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide galvannealed steel doors and frames as indicated on Drawings and specified herein.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

   1. Underwriters' Laboratories, Inc. (UL)

   2. American Society for Testing and Materials (ASTM)

   3. National Fire Protection Association (NFPA)

   4. Steel Door Institute (SDI)

   5. Hollow Metal Manufacturers Association (HMMA)

   6. Warnock Hersey Inc.

1.04 SUBMITTALS

A. Product Data

   Manufacturer's catalog sheets, specifications, and installation instructions.

B. Shop Drawings:

1. All shop drawing shall be Site specific for the Project. Show details of each frame type, elevation, construction and installation for each door type, conditions at openings, location for each door type, location and installation requirements for finish hardware (including cutouts and reinforcements), details of connections, and anchorage and accessory items. Provide a shop drawing for the new exterior door indicating stile widths, recessed panel details and glazing details.

2. Include a schedule of doors and frames using the same reference numbers for details and openings as those on the Contract Drawings.

C. Samples

1. Frames: Corner sample of each type, 18" x 18" with mortises and reinforcements, shop painted.

2. Doors: Corner sample of each type showing construction, 18" x 18", with mortises and reinforcements, shop painted.

D. Certificates

1. Include approval data and acceptance by a The NYC Building Department approved testing agency for all fire-rated assemblies.

2. Provide certification for oversized assemblies as described in Quality Assurance.

3. Provide certification for watertight door assemblies and certified test/calculation data.

E. Warranties

Provide manufacturer/installer warranty.

1.05 QUALITY ASSURANCE

A. Provide doors and frames complying with ANSI/SDI A250.8 and as herein specified.

B. Door fabricator and installer shall have a minimum of three (3) years' experience with the fabrication and installation of metal doors and frames similar to the types indicated in the specifications and drawings.

C. Regulatory Requirements

1. Not withstanding the requirements for fire-rated assemblies noted above, all fire-rated doors and frames shall be approved for use in NYC.

2. Provide evidence of acceptance by an approved testing agency. Provide permanent labels on doors and frames as required by The NYC Building Code. Labels shall be applied at the factory or where fabrication and assembly are performed.

1.06 WARRANTY

A. Submit warranty signed by installer, agreeing to replace assemblies which fail in materials, performance or workmanship within the specified warranty period.

1. Warranty Period: 1 year from date of Substantial Completion.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Store doors and frames on raised platforms in vertical position with blocking between units to allow air circulation.

B. During delivery, storage and handling, protect doors and frames from water damage.

C. Provide delivery, storage and handling in such manner to prevent damage to products.

1.08 FIELD EXAMINATION

A. At the Site, before door installation, the commissioner reserves the right to select at random one or more doors for examination by cutting a portion of such size to reveal the construction of the particular door.

1. If the examination finds that the doors examined do not comply with requirements of the Specifications, all doors shall be removed from the Site and new doors shall be provided. Costs of examination and replacement of rejected doors shall be borne by Contractor.

1.09 GAGE STANDARDS

A. Gages specified are based on U.S Standard Gauge for hot rolled and cold rolled steel sheets.

B. The allowable tolerances for steel sheet thicknesses shall be in accordance with HMMA Standards.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. General Fireproof Door Corp., Bronx, NY 10474

B. Acme & Dorf Door Co., New City, NY 10956

C. Ceco Door Products Div., Brentwood, TN 37027

D. Acme Steel Door Co., Brooklyn, NY 11222

E. Curries Company, Mason City, IA 50401

F. Metallines Fire Door Co., Bronx, NY 10457

G. Long Island Fireproof Door, Port Washington, NY 11050

H. Or approved equal

2.02 MATERIALS

A. Hot-Rolled Steel Sheets and Strip

Commercial quality carbon steel, pickled and oiled, complying with ASTM A1011 and ASTM A568.

B. Cold-Rolled Steel Sheets

Commercial Quality carbon steel complying with ASTM A366 A1008 and ASTM A568.

C. Galvannealed Steel Sheets

Carbon steel sheets of commercial quality complying with ASTM A653 Doors and frames shall have A60 zinc-iron coating, mill phosphatized, complying with ASTM A653

D. Anchors and Supports

Fabricate of gages indicated on and of not less than 16 gage sheet steel, unless otherwise indicated, on the drawings

1. Galvanized Units: Galvanized anchors and supports used with galvanized frames, complying with ASTM A153, Class B.

E. Anchorage Devices, Bolts, and other Fasteners

Manufacturer's standard units unless otherwise indicated on the Drawings.

1. Galvanized or Galvannealed Units: Galvanized items used with galvanized frames complying with ASTM A153, Class C or D as applicable.

2.03 FABRICATION

A. Fabricate hollow metal work accurately and assemble neatly to ensure work smooth and free from dents, tool marks, visible waves, warp, buckles and conspicuous joints.

B. Align lines straight and true with arises and angles as sharp as practicable. Miter corners in true alignment and join similar abutting profiles accurately.

C. Assemble all joints to form imperceptible intersections when finished.

D. Form each member, such as jamb and head, from a single piece of metal, unless otherwise shown or approved.

E. Fasten all members together to provide rigid construction in assembled work. Weld all connections except those for removable members such as glazing beads.

F. Weld, dress smooth and flush joints on exposed faces.

G. Clearances: Comply with NFPA 80.

H. Work showing defects or blemishes will be rejected, and rejected work shall be replaced with satisfactory work.

2.04 DOORS

A. Exterior Doors

1. Fabricate exterior doors with two (2) outer stretcher-leveled, galvanized steel sheets of 16 gage unless indicated otherwise on the Drawings. Construct doors with smooth, flush surfaces without visible joints or seams on exposed faces and stile edges, except around recessed panels. On mortise face of door, vertical joints shall be continuously MIG or ARC welded and ground smooth and coated with zinc-rich primer.

2. Provide reinforcement for surface sheet, edge, hardware, stops, and other provisions, of size and gage as detailed on Drawings.

3. Provide bottom channel and top channel and closure, as detailed on Drawings.

4. Insulate opaque portions of doors to achieve a "U" Factor of no greater than 0.40.

5. Fit exterior doors at the bottom of exterior side with extruded aluminum rain drips as No. 11-A manufactured by Zero. Provide PVC tape or approved equal dielectric separation between face of door and drip.

2.05 FRAMES

A. General

1. Provide steel frames for doors and other openings where shown, of size and profile as indicated on Drawings.

2. Construction: Full-welded unit construction, with corners mitered and continuously welded full depth and width of frame, unless otherwise indicated. Knock-down type frames will not be accepted.

a. Fixed Stops: Integral 5/8" stop unless otherwise indicated. Construct jambs and heads from one piece of metal each; rabbeted and flanged as required for the various types of openings, and neatly mitered or interlocked and welded together. Provide channel, angle and bent plate reinforcing as indicated on approved Shop Drawings or otherwise required. Provide reinforcing in the heads of frames where shown or required.

3. Frame Material

a. Frames: 14 gage Galvannealed steel sheet unless indicated otherwise on Drawings.

4. Provide frames for masonry openings with adjustable Underwriter's type masonry anchors to suit conditions of installation, using not less than three (3) at each jamb, in addition to floor anchors.

5. Provide frames with calking stops, filler pieces and trim where indicated on Drawings or required; integrally formed as part of the frame wherever possible. Applied calking stops, filler pieces, and other members as indicated, shall be neatly attached by spot welding. All welds at galvannealed frames shall be painted with zinc-rich primer.

6. At butts, cut back jamb the thickness of one leaf of butt.

7. Drill and tap reinforcement to template.

8. Provide reinforcement for hardware as indicated on Drawings and as required for proper hardware installation. Refer to Section 08 71 00 - Finish Hardware.

2.06 SHOP PAINTING

A. All doors and frames shall be delivered to the site with a full shop coat. Doors not fully shop coated shall not be accepted. Galvanized or galvannealed steel doors shall be painted with following paint system:

Doors and frames

Primer Manufacturer's Product	Top Coat Manufacturer's Product
Epoxy Primer Carboline Carboguard 888Aliphatic	CarbolineCarbothane 134HG
PPG PMC, Amercoat 385 Polyurethane	PPG PMC Amercoat 450 H
SW Macropoxy 646 Gloss	SW Acrolon 218 HS B65-600
4.0 Mils DFT	2 coats at 4.0 Mils DFT Each

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

Examine substrate and conditions, under which the frames are to be installed, for defects which will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install steel doors, frames, and accessories in accordance with the Drawing Details, approved Shop Drawings, and the manufacturer's printed instructions, except as otherwise indicated.

B. Frame Installations

Place frames accurately in position; plumb, align, and brace securely until permanent anchors are set. After wall construction is complete, remove temporary braces and spreader bars, leaving surfaces smooth and undamaged.

1. Place fire rated frames in accordance with NFPA Standard No. 80.

2. Provide necessary field splices in frames as detailed on approved Shop Drawings, welded and finished to match factory fabrication.

3. Extend jambs to structural floor slab and securely anchor in place.

C. Door Installation

1. Install doors accurately in their respective frames within the clearance specified in Part 2.

D. Drill and tap doors and frames to receive surface applied hardware.

3.03 ADJUSTING

A. Coat Touch-up

If damage during installation, apply touch-up of original painting system.

B. Final Adjustments

Check and adjust operating finish hardware items prior to final inspection. Leave work in complete and proper operating condition.

3.04 CLEANING

A. Clean doors, frames, and accessories, leaving free of dirt and other foreign material after completion of installation.

END OF SECTION 08 11 00

SECTION 08 52 13 ALUMINUM CLAD WINDOWS

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
5. The Contract [City of New York Standard Construction Contract]

1.2 SECTION INCLUDES

A. Aluminum Clad Wood Windows of the Following Types:

1. Double-hung windows.

1.3 RELATED SECTIONS

A. Section 07 90 00 – Joint Sealers

B. Section 07 60 00- Flashing and sheet metal

C. Section 07 42 13- Metal wall panels

1.4 REFERENCES

A. American The Architectural Manufacturer Association (AAMA):
1. ANSI/AAMA/NWWDA 101/I.S.2 /NAFS; Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors.
2. AAMA 2603; Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings an Aluminum Extrusions and Panels.

B. National Fenestration Rating Council (NFRC):
1. NFRC 100; Procedure for Determining Fenestration Thermal Properties.
2. NFRC 200; Solar Heat Gain Coefficient and Visible Transmittance.

C. Window & Door Manufacturers Association (WDMA):
1. WDMA I.S.4; Water Repellent Preservative Non-Pressure Treatment for Millwork.

1.5 DESIGN REQUIREMENTS

A. Provide windows complying with requirements indicated, based on testing manufacturer's window that are representative of those specified and that are of test size required by

AAMA/WDMA/CSA/101/I.S.2/A440.

B. Structural Requirements: Provide windows complying with requirements indicated:
   1. Design pressure: 30psf

C. NFRC Requirements:
   1. Provide windows complying with the following total window ratings:
      a. U-Factor: 0.25 in accordance with NFRC 100.

1.6 SUBMITTALS

A. 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.

B. Shop Drawings: Submit shop drawings indicating details of construction, flashings and relationship with adjacent construction.

C. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

D. Quality Assurance Submittals:
   1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
   2. WDMA Hallmark certification.

E. Closeout Submittals: Refer to DDC General Conditions as applicable.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Minimum 3 years installing similar assemblies.

B. Certifications: WDMA Hallmark certification label indicating windows meet the design requirements.

C. Mock-Up: Provide a mock-up for evaluation of installation techniques and workmanship.
   1. Window mock-up shall incorporate surrounding construction, including wall assembly fasteners, flashing, and other related accessories installed in accordance with window manufacturer's approved installation methods.
   2. Do not proceed with remaining work until workmanship is approved by The Commissioner.
   3. Rework mock-up as required to produce acceptable work.
   4. Mock-up may not remain as part of the work.

D. Pre-installation Meeting: Conduct pre-installation meeting on site two weeks prior to window installation start.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver windows materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store windows as recommended by manufacturer.

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 recommended limits.

1.10 WARRANTY

A. Manufacturer standard warranty indicating that the window unit will be free from material and workmanship defects from the date of substantial completion for the time periods indicated below:
   1. Window Unit: 20 years.
   2. Cladding Finish: 10 years against peeling, checking, cracking caulk or color change.
   3. Insulated Glass: 20 years against seal breakage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Marvin Windows (Marvin Ultimate Double Hung)

B. Anderson Windows

C. Jeld-Wen Windows

D. Or approved equal

2.2 MATERIALS

A. Exterior Wood: Western Pine, preservative treated in accordance with WDMA I.S.4.

B. Interior Wood: Western Pine. Shop primed white for window 1, oak stained interior for window 2

2.3 MANUFACTURED UNITS

A. Frame:
   1. Select kiln-dried pine AuraLast treated wood.
   2. Cladding: 0.045 to.060 inch (1.27 to1.52 mm) extruded aluminum.
   3. Jamb Width: 4-9/16 inch (116mm).

B. Sash:
   1. Select kiln-dried pine AuraLast treated wood.
   2. Cladding: 0.024 inch (0.61mm) roll-formed aluminum.

3. Sash Thickness - Awning Windows: 1-11/32 inches (34 mm)
4. Sash Thickness - Casement Windows: 1-11/32 inches (34 mm)
5. Sash Thickness - Double Hung Wood Traditional 1 9/32 inches (33 mm)
6. Sash Thickness - Double Hung: 1-11/32 inches (34 mm). Standard.
7. Sash Thickness - Transom 1-7/16 inches (37 mm).
8. Sash Thickness - Double hung picture windows are direct sets.

C. Exterior Trim:
1. Factory Applied Casing: Extruded Aluminum Brickmould Casing.

D. Factory Applied Extension Jambs: Provide on four sides of frame interior.
1. Double-Hung Windows: From 4-9/16 inches up to 10-9/16 inches (116 mm to 268 mm) as scheduled or indicated.

E. Weatherstripping:
1. Awning: Rigid vinyl leaf at top and sides of sash. TPE bulb at frame.
2. Casement: Rigid vinyl leaf at top and sides of sash. TPE bulb at frame.
3. Double-hung: Foam filled bulb at top and bottom, Flexible TPE bulb at check rail.
   a. Jamb Liner Color: Standard white.
   b. Jamb Liner Color: Option tan.

F. Hardware:

1. Double-Hung as scheduled or indicated:
   a. Balance: Dual helical steel spring.
   b. Lock: Cam Action.
   c. Finish: White
   d. Sash Locks at each jamb

G. Glazing:
1. Strength - Tempered.
2. Insulated Glass:
   a. Two panes of glass utilizing a continuous roll formed stainless steel spacer and dual seal sealant.

   b. Coating: Low E on surface 2.

   c. Air Space: Argon filled.

2.4 WINDOW ACCESSORIES

A. Exterior Insect Screen:
1. Material: Charcoal fiberglass screen cloth (18 by16 mesh) set in painted roll formed aluminum frame.
2. Frame Color: Match exterior cladding.

2.5 CONSTRUCTION ACCESSORIES

A. Flashing:

1. Refer to Section 07 60 00 - Flashing and Sheet Metal Flashing and Sheet Metal.

B. Sealants:
1. Refer to Section 07 90 00 - Joint Sealants.

2.6 FABRICATION

A. General: Aluminum cladding overlapped at sash corners.

B. Double-Hung Windows:
1. Frame: Reinforced nylon corner locks in head frame, and all corners injected with sealant.
2. Sash: Corner joints mortise-and-tenon, and mechanically fastened.
3. Glass: Mounted using silicone glazing compound.

2.7 FINISH

A. Interior Finish:
1. Primed. White

B. Exterior:
1. Frame: .045-.060 thick extruded aluminum cladding with thermo set polyester finish in accordance with AAMA #2603.
2. Sash: 0.024 inch thick roll-formed aluminum cladding with thermo set polyester finish.
3. Standard Sash:
a. Color: Custom- Match to exterior wall cladding

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect window prior to installation. Inspect rough opening for compliance with window manufacturer recommendations. Verify rough opening conditions are within recommended tolerances.

3.2 PREPARATION

A. Prepare windows for installation in accordance with manufacturer's recommendations. Form sheet metal sill pan in accordance with manufacturer's recommendations.

3.3 INSTALLATION

A. Install windows in accordance with manufacturer's installation guidelines and recommendations Comply with manufacturer's published instructions for installation type. Install in proper relationship with adjacent work.

3.4 FIELD QUALITY CONTROL

A. Manufacturers' Field Services: Field inspections.

3.5 CLEANING

A. Remove Preserve film from glass. Clean the exterior surface and glass with mild soap and water.

3.6 PROTECTION

A. Protect installed windows from damage.

3.7 SCHEDULES

A. Refer to drawing A-402

END OF SECTION 08 52 13

SECTION 08 71 00 FINISH HARDWARE

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide finish hardware as indicated on Drawings, as specified herein and as needed for complete hardware requirements.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. American National Standards Institute (ANSI).

2. National Fire Protection Association (NFPA).

3. Door and Hardware Institute (DHI).

4. Underwriters Laboratories (UL).

1.04 SUBMITTALS

A. Manufacturer's Technical Product Data: Submit for each hardware item type, including cuts, specifications and characteristics, instructions for installation, operation, and maintenance.

B. Hardware Schedule

NOTE: Provide Schedule for entire Project in one submittal, unless otherwise directed. Submit Hardware Schedule in book form (8½" x 11" pages), indicating the following for each item. No continuous computer printout permitted.

1. Locations of hardware, with cross-reference to schedules and other indications on Drawings. Include sweeps and weather stripping.

2. Name, manufacturer, type, style, size, function, and finish.

3. Information for fastenings.

4. Mounting Locations.

5. Materials and sizes of doors and frames.

6. Explanation of abbreviations and symbols.

At time of submittal of Hardware Schedule, furnish hardware templates to fabricators of other factory-prepared work necessary for installation of hardware.

C. Templates

D. Key Schedule

1. Consult with City of New York prior to preparing a keying schedule in order to confirm the required keying scheme.

2. Submit Hardware Key Schedule, prepared by hardware supplier, within forty-five (45) days after starting date of Contract.

3. Stamp top face of each key with letter and number using keyset symbols as set forth in the BHMA handbook. Tag each series of keys.

4. Stamp face of each cylinder with the same corresponding keyset symbols.

5. Locks shall be made up on combinations as specified.

E. Furnish schedule of keys in quadruple indicating keyset symbol of each key and number of rooms, cases, lockers, and other locations for which the keys are intended. Submit schedule for approval before making keys.

F. Deliver to City of New York the required number of keys for each lock, properly marked.

G. Warranties

Furnish Warranties as specified hereinafter.

1.05 QUALITY ASSURANCE

A. Hardware Supplier

Finish hardware shall be furnished by those having a minimum 3 years of builders hardware experience and shall have in their employ at least one properly trained Architectural Hardware Consultants (AHC) to correctly interpret the plans, detailed drawings and specifications.

B. Manufacturer

1. Manufacturer shall have minimum of three (3) years successful experience manufacturing types and sizes of Hardware specified herein.

2. Obtain each hardware type from a single manufacturer.

C. Minimum Quality Requirements

The manufacturer shall certify that the Hardware items to be furnished shall be of quality specified herein, and meet the requirements of the applicable ANSI A156 Grade 1 standard for each item.

D. Fire-rated Openings

Provide hardware in compliance with NFPA Standard No. 80 and NYC Building Code requirements, tested and listed by UL for types and sizes of doors, and in compliance with requirements of door frame and door labels.

1.06 SHIPPING, STORAGE, AND HANDLING

A. Package and ship hardware to prevent damage. Properly identify and tag each item. Sort, package and mark hardware with set numbers.

B. Inventory hardware immediately upon delivery.

C. Provide secure (locked) storage area for hardware until installed.

1.07 PROJECT CONDITIONS

A. Coordinate hardware with other work. Tag each item or package separately, with identification related to the final hardware schedule and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated and as necessary for proper installation and functions. Deliver packaged hardware items to the proper locations for installation.

B. Furnish hardware templates to each fabricator of doors, frames and other work to be factory prepared for the installation of hardware.

1.08 WARRANTIES

A. The hardware manufacturers shall provide full replacement warranty as listed below. Replacement warranty shall include material and labor cost.

-Exit Devices	3 years.
-Hinges	5 years.
-Balance of hardware	1 year.

B. Closers shall be warranted to properly operate door, free from mechanical defects for ten years from date of substantial completion of the Work. Closers which fail to meet specified requirements shall be replaced or repaired and made to operate properly by Manufacturer without additional expense to the City of New York.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Butts

1. Stanley
2. McKinney
3. Hager
4. Bommer
5. Lawrence
6. Or approved equal

B. Cylinders: To match with City of New York's keying system.

1. Sargent
2. Corbin Russwin
3. Schlage
4. Marks
5. Yale
6. Falcon
7. Or approved equal

2.02 MATERIALS AND FABRICATION

A. General

1. Hardware: Heavy duty cast or forged (.080 min.) bronze with satin chromium finish U.S. 26D, except as otherwise specified.

2. Interior Door Holders: Steel, satin chromium U.S. 26D finish.

3. Door closers: As specified herein.

4. Interior butts and horizontal releases: As hereinafter specified with chrome finish.

5. Surfaces of castings shall be true, smooth and free from burrs. Lock mechanism and accessory components in contact with or bear upon other parts shall be dressed to a true, smooth surface.

6. Items of cast iron shall be annealed.

7. Whenever weight is specified, it shall mean actual weight of casting without screws, washers and accessories.

8. Do not use products with manufacturer's name in an exposed location, except name on rim of lock cylinders.

9. Backset: 2-3/4" for locksets and latchsets unless indicated otherwise.

B. Screws

1. Secure hardware with suitable screws and bolts of same material and finish as hardware items unless otherwise specified. Screws for strike and face plates, hinges, overhead door holders, and door checks and brackets for these items shall be flat-headed counter-sunk screws. Screws for other exposed hardware shall be oval-headed. Screws shall be countersunk unless expressly specified otherwise. Provide Phillips head screws unless otherwise indicated.

2. Hardware for metal frames and doors shall be secured with suitable machine screws, mill screws and bolts.

3. Manufacturer of each hardware item shall provide the fastenings required for the installation of that item.

4. Self-tapping or TEK screws are not permitted.

5. Wood screws for securing door butts shall be at least two inches long to secure butts through jamb and into wood stud behind jamb and blocking.

C. Hubs

Hubs for lever spindles: Sintered steel, copper infiltrated.

2.03 GENERAL HARDWARE REQUIREMENTS

A. Hardware Schedule is intended to guide Contractor in preparing the Schedule for Work of this Section. It shall not relieve Contractor from the necessity of examining Specifications, Drawings and Details, and providing everything necessary to properly complete hardware installation.

B. Hardware used on hollow metal doors, sash or jambs, shall be made to templates and packed with machine screws or other fastenings recommended by the manufacturer for the particular application scheduled.

C. Hardware items not described shall be equal in grade, workmanship, and other particulars to similar items of hardware described.

2.04 FINISHES

A. Hardware finishes shall comply with requirements of U.S. Bureau of Standards for the following:

U.S. - DESCRIPTION

US26D - Satin Chromium
US32 - Polished Stainless Steel
US32D - Satin Stainless Steel

2.05 HARDWARE TYPE REQUIREMENTS:

A. Locks and Latches

1. Provide exit devices with following features:

a. Non-handed, or field-reversible touch bar type.

b. Full reversible rim lock.

c. Field sizable.

d. 3/4" throw, anti-friction latch bolt.

e. ANSI Function: 03.

f. U.L. Label as indicated on Drawings.

g. Standard accessories.

h. Latch Bolt: Not less than 3/4" x 1", full-throw, anti-picking, easy spring type, constructed to operate by slight pressure on horizontal touch bar, regardless of amount of pressure against door.

i. Latch Operation: With horizontal touch bar inside and by key outside. Latch capable of being locked back with Allen wrench.

j. Precision 2103 x 4903A or approved equal

2. Cylinders:

Cylinders of locks shall be of proper length to fit doors for which they are intended. Cylinders shall be solid brass with common standard diameter rotating plug. The keyway shall be paracentric type of single section with seven pins or multiple (four or more) sections with six pins capable of being masterkeyed and grand masterkeyed as specified without duplications or interchanges.

Provide cylinders with removable cores.

a. Removable Cores: Core insert, removable by use of a special key; for use only with core manufacturer's cylinder.

3. Strikes:

Strikes for latches shall project sufficiently to properly protect trim. Slots in strike plates shall not be more than 1/4" longer than bolts. Metal between slots for latch and bolt shall not be less than 1/4".

Strikes used with hollow metal jambs shall be of box type with closed back.

4. Latch Bolts:

Latch bolts shall be constructed so that they will not work loose. Where washer is riveted to latch spindle, rivet head shall be full and machine upset. Latch and lock bolts not otherwise specified shall be cast bronze.

B. Butts and Hinges

1. Extra Heavy Wrought Bronze Butts: Ball bearing, self-lubricating butts, with inner edges of leaves beveled, three to each door unless otherwise specified. Loose pin for inside doors. Butts shall have flat button tips stamped with classification number and trade name or trademark of manufacturer.

2. Quantity of hinges shall be provided to conform to the following:

-Doors up to 60" in heights : 2 hinges
-Doors 60" to 84" in height : 3 hinges
-Doors to 90" in height : 4 hinges

3. Full Mortise Anchor Hinge Set: Shall be of 0.190 gauge, steel or wrought bronze butts, five knuckle, ball or iolite bearing type. Right or left hand as specified.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide complete installation of finish hardware items as indicated on Drawings and as specified herein.

B. Mount hardware as recommended by respective manufacturer.

C. Mount door (room) hardware items at heights and locations on doors and frames in accordance with "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by Door and Hardware Institute, except where specifically indicated otherwise.

D. Set hardware items plumb and level and secure with proper fasteners.

3.02 APPLYING HARDWARE

A. Hardware specified in this Section shall be fitted, installed and adjusted.

B. Use screws and/or bolts furnished by the manufacturer of the hardware item and install in accordance with the manufacturer's instructions and templates and as required. Install full complement of screws and/or bolts.

C. At completion of Project, leave hardware in perfect condition, free from stains, varnish, scratches and mars. Half-surface butts shall be bolted on doors with nuts on hinge side of doors.

D. No surface hardware, except butts and pivots, shall be installed before final coat of paint or varnish has been applied.

3.03 CLEANING AND ADJUSTING

A. Clean hardware items thoroughly and adjust for proper operation.

3.04 KEY OPERATION AND INSPECTION

A. Upon completion of the building and after locks have been secured in proper positions, keys belonging thereto shall be fitted and made to work freely in respective locks in the presence of the Commissioner. The required number of keys for each lock, properly marked, shall be delivered to the City of New York, who will give a receipt of such delivery.

A. Provide hardware for each door, each pair of doors, and each set of doors, in compliance with "Hardware Set Numbers" indicated in Door Schedule on Drawings.

Manufacturer's names and product designations for hardware types are listed for the purpose of establishing minimum requirements. Provide the product specified or comparable product of other manufacturers listed in Art. 2.01 for each hardware type.

B. All door frames located in smoke partitions and fire-rated partitions shall be provided with continuous smoke seals at jambs and head, whether or not listed in Hardware Sets below. Manufacturer/model: Pemko S44D; McKinney S44D.

Hardware Set #1

Each Door

1. Butts	1-1/2 Pair 4-1/2"x4-1/2"	McKinney TB2714
2. Lockset	1	Sargent 8204 LW1B
3. Surface Mounted Door Closer	1	LCN 4010
4. Overhead Stop without Holder	1	Glynn Johnson 80 Series

3.05 KEYING

A. Keying Requirements: Match facility keying system.

END OF SECTION 087100

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SECTION 09 20 50 FURRING AND LATHING

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Furnish and erect all metal furring and lathing including accessories and trim, as required by Drawings. Lathing is intended to receive plaster or setting beds. Furring is intended to receive any finish Work other than heavy masonry, concrete, etc.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. American Society of Testing and Materials (ASTM), latest editions.

C 37 Standard Specification for Gypsum Lath.

C 841 Installation of Interior Lathing and Furring.

1.04 DEFINITIONS

A. Gages

1. Sheet Steel: U S Standard
2. Steel Wire: U S Steel Wire Gage

B. Galvanizing

Hot-dip process, unless otherwise indicated.

1.05 SUBMITTALS

A. Product Data

Submit manufacturer's specifications and installation instructions for the following products: Lath, furring channels and accessories.

B. Samples

1. Submit three (3) samples of the following for approval prior to delivery to job site;

a. Lathing - coated and uncoated - 12 inches square.

b. Furring Channels - 8 inches long min.

C. Quality Assurance Submittals

1. Installer shall have a minimum of 3 years experience installing items specified.

2. Certification and listing by an Approved Agency in accordance with NYC Dept. of Buildings rules, as applicable.

1.06 QUALITY ASSURANCE

A. Qualifications

Installer is to be a firm with not less than (3) years of successful experience in the installation of specified materials.

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 other governmental authorities.

2. Certification and listing by an Approved Agency in accordance with NYC Dept. of Buildings rules, indicating that materials and assemblies regulated by the NYC Building Code are acceptable for the intended use. When test methods are stipulated in the NYC Building Code, the tests utilized shall be stated in the certification. Prior MEA and BSA approvals are acceptable for materials conforming to current Code requirements.

3. Fire Resistance Ratings: Where ratings are indicated, match applicable assemblies tested per ASTM E 119 by Fire Testing Laboratories.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Delivery

Deliver materials in original packages, containers or bundles with identification of product and manufacturer's names clearly visible.

B. Storage

Store materials inside, under cover and keep them dry and protected from contamination, aging, corrosion and damage.

C. Handling

1. Protect metal corner beads and trim from being bent or damaged.

2. All furring and lathing showing signs of rust will be rejected. All rejected Work is to be removed from the premises and replaced with new.

1.08 PROJECT CONDITIONS

A. Coordination of Work.

1. Coordinate layout and installation of furring and lathing with installation of the material that supports it.

2. Coordinate layout and installation of furring and lathing with installation of Support System for Suspended Ceilings and Soffits specified in Section 05170 of this Specification in conformance with N.Y.C. Building Code Reference Standard 5-16 and all other regulatory agency requirements.

3. All Work by other trades, above, supported by or penetrating walls, ceilings and soffits including electrical, heating and ventilation and plumbing and drainage Work is to be coordinated with the lath and plaster installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with requirements, provide products of one of the specified manufacturers

1. Dietrich Metal Framing

2. Milicor Division; Inryco Inc.

3. Phillips Manufacturing Co.

4. Gold Bond Building Products Division; National Gypsum Co.

5. United States Gypsum Co.

6. Or approved equal

2.02 MATERIALS

A. Furring Channels

3/4" deep x 7/16" wide flanges, 16 gage, cold-rolled channels, 300 lbs. per 1000 ft. painted, 316 lbs. per 1000 ft. galvanized. $S(in^3) = 0.02$; $I(in^4) = 0.0075$. Use painted channels unless indicated otherwise.

B. Metal Lath

1. Diamond Mesh Metal Lath: Galvanized steel expanded diamond mesh. Weight not less than 3.4 lbs. per sq. yd. Where self-furring lath is specified mesh shall have indentations or dimples that will hold lath not less than 3/8" from backing. Indentations spaced not more than 2" o.c. each way.

2. Rib Metal Lath: Asphaltum painted copper alloy steel. Flat rib depth of not over 1/8" and weighing not less than 3.4 lbs. per sq. yd. When rib depth of 3/8" is indicated, weight is not less than 4.0 lbs. per sq. yd.

3. Gypsum Lath: Perforated type complying with ASTM C 37. Thickness and face dimensions as specified in schedule.

C. Metal Corner Beads

Type as indicated below of zinc coated (galvanized) steel, #22 gage minimum:

1. Small nose with expanded flanges, not less than $2^1/_2$" wide, each side.

2. Small nose with perforated flanges, not less than $2^1/_2$" wide, each side for use on curved corners.

3. Small nose with expanded flanges reinforced by perforated stiffening rib, for use on columns and finishing masonry corners, not less than $2^1/_2$" wide.

D. Casing Beads

Metal bead, expanded flange type fabricated of not less than 24 gage galvanized steel, 3" wide minimum.

1. Square edge, or quarter round edge at perimeter of openings.

2. Modified or semi-square edge where plaster abuts dissimilar material.

E. Wire for Furring Channels and Ties

1. ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

2. Use .0475" diameter for tying lath and not less than .062" diameter for all other tying.

F. Base Screeds

24-gage min. sheet steel, hot galvanized with key holes or expansion type.

2.03 PAINTING

A. All steel members, unless galvanized, shall be dipped or painted one coat of approved asphaltum paint.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

1. Structural support of mechanical equipment and ductwork, electrical lighting and equipment and plumbing and drainage piping in the suspended ceilings and walls will be furnished and installed in the Section of this Specification relating to the specific installation.

2. Openings in wall or ceilings required by the Work of other trades will have to be coordinated with the Contractor in order that be may properly place anchors, hangers and carrying bars, if necessary, to avoid such ducts, pipes conducts, etc. Any changes required to be made in the locations of anchors, hangers and carrying bars by reason of the Contractor's failure to observe this requirement shall be made by the Contractor without additional cost to the Commissioner.

3. Where the above Work or any other Work of the various trades makes necessary a departure from the standard form of furring and lathing as specified or shown, obtain Commissioners approval before installing such Work and execute such Work in the manner determined or approved by the Commissioner without additional cost to the Commissioner.

3.02 INSTALLATION

A. General

Install Work of this Section in accordance with the provisions of ASTM C 841, except as otherwise indicated.

B. Openings

Frame openings with extra furring members of same size and weight as runner bars unless otherwise indicated.

1. Suspended Ceilings: Frame openings for registers, grilles, access doors, recessed electric fixtures and other items with rigid frames of furring channels or angles, bolted to running channels.

C. Furring

Erect furring to form a true plane, or curved surface where so designed, and securely fasten in place. Space furring channels not to exceed 12 inches on center. Set furring at right angles to running channels, and with webs at right angles to surface of plaster. Except as otherwise indicated, secure furring to running channels or supporting structure with tie wires, clips, bolts or screws as applicable. Reinforce system at corners with extra furring members.

1. Splicing Furring Materials: Overlap spliced materials minimum 8", then join materials by wire tying, screwing or bolting together.

2. Wire-tying Furring Channels to Running channels: Tie with eight strands of wire at each intersection of furring channel with running channel, two strands to each corner of the intersection crossing diagonally on top of running channel and twisted at top of running channel.

3. Clipping Furring Channels to Running channels: Clinch clips over top of running channels.

D. Lathing

Apply lath to form true surfaces, free from sags and buckles, and secure to furring or directly to supporting structure as indicated. Apply lath with the long dimension of sheets at right angles to the direction of bearing.

1. Metal Lath:

   a. Laps: Lap sides of sheets not less than 1/2 inch, nesting ribs if any. Lap ends of sheets not less than one inch, and locate end laps over bearings.

   b. Reinforcement for Internal Corners: Reinforce internal angles of lathed surfaces and intersections of lathed surfaces with masonry (to be plastered) with continuous corner reinforcing except at junctions of load bearing and non-load bearing elements.

   c. Fastening: Secure metal lath to each furring channel with lacing wire, on not exceeding 6 inch centers. Fasten side laps together with lacing wire midway between bearing, and fasten terminating side edge. Secure reinforcement to other lathing with lacing wire, and to masonry with galvanized nails, on not exceeding 6 inch centers. Twist ends of wire ties together, cut off 1/2 inch from twist, and bend ends back against the lath.

2. Gypsum Lath and Base: Butt edges of adjoining sheets together. Locate end joints on bearing, and stagger in successive courses. Reinforce corners of doors, windows and other openings with 18 inch long piece of strip reinforcing installed diagonally at corner.

   a. Fastening Gypsum Lath: Nail or screw lath to support system where possible. Clip or wire-tie to non-nailable supports. Use continuous wire clip system for securing lath to furring bars on ceilings.

   b. Fastening Gypsum Base: Anchor base (for veneer plaster) to support system with drive screws or self-tapping screws. For double-layer applications, anchor both layers to supports with screws.

E. Attached Ceilings

1. Metal Stairs: Form attached ceilings at soffits of metal stairs with furring channels and diamond mesh metal lath.

2. Steel Joists: Form attached ceilings on steel joists with rib mesh metal lath for joist spacing not over 24", and with furring channels and diamond mesh metal lath for spans over 24". Secure lath or furring channels to joists with tie wire.

F. Suspended Ceilings

1. Form suspended ceilings using furring channels, together with hangers and running channels specified in Section 05170-Support System for Suspended Ceilings (in compliance with N.Y.C. Building Code).

2. Verify that running channels are spaced properly for installation of furring channels.

3. Space furring channels 12" on center maximum, and secure to running channels with tie wire or clips.

4. Do not permit any part of suspension grillage to be in contact with walls or partitions.

G. Furred Ceilings

Form furred ceilings with furring channels and diamond mesh metal lath unless otherwise indicated. Space furring 12" on center maximum, and secure to supporting construction with clips, expansion bolts, or by other approved equal method.

H. Furring Channel Enclosures

1. Secure 3/4 inch furring channels set vertically on 12 inch centers, to floor and ceiling plates. If pieces of bars shorter than height of partition are used, splice pieces by lapping not less than 8 inches with flanges interlocked and securely wired together. Use at least one full length between spliced channels.

2. Cover furring channels with diamond mesh metal lath.

I. Beams, Cornices, Columns and Pilasters

Form the shape and design of plastered beams, cornices, columns and pilasters with furring bars and diamond mesh metal lath unless otherwise indicated, except where masonry backing of the required design is provided. Frame required shapes with furring channels spaced 12" on centers.

J. Miscellaneous Furring and Lathing

1. On areas to be plastered, lath over metal in masonry surfaces, close chases, reinforce joints between dissimilar materials (except at control and expansion joints), and install other furring and lathing as required to complete the plastering. Install reinforcement where indicated.

2. Use diamond mesh or rib mesh metal lath. The span between supports shall not exceed 12" for diamond mesh metal lath or 24" for rib mesh metal lath; install furring as required to provide such support. Lap lath 6" beyond each side of items being covered.

K. Accessories

1. General: Set accessories in designed location, flush with finished plaster line, true to line and level or plumb. Align joints with concealed splices and tie

plates. Use shims where necessary. Securely fasten in place without dependence upon the plastering. Beads and screeds shall be in one piece where height or length of straight run does not exceed 10 feet.

2. Corner Beads: Install continuous corner beads at all external corners of plaster, except where corners are rounded or covered by trim. Space fasteners not more than 12" on center on both sides of bead.

3. Casing Beads: Unless otherwise indicated, install continuous casing beads to terminate plaster at head and jambs of doors and windows, around the perimeter of suspended ceilings, at each side of expansion joints and at internal corner junctions of load bearing and non-load bearing elements. Space fasteners not more than 9" on center.

4. Screeds: Unless otherwise indicated, install screeds at control joints, slightly below top edge of vinyl and rubber bases, along top of tile and lime-Portland cement plaster wainscots, and along top of flush terrazzo and cement. Space fasteners not more than 9" on center.

L. Control Joints

1. Portland Cement Plaster: Install control joints as indicated on the Drawings and at locations complying with the following criteria:

a. Where a control joint occurs directly behind plaster.

b. Where distance between control joints in plastered surface exceeds 10 ft. in either direction.

c. Where area within Portland cement panels exceeds 100 sq. ft.

d. Where Portland cement plaster panel changes size. Extend joints full width or height of plaster panel.

2. Gypsum Plaster: Install control joints as indicated on the Drawings and at locations required by reference standard and by plaster manufacturer. Space control joints not more than 30 feet on center.

3.03 FURRING APPLICATION

A. Furnish and install hung or furred ceilings in all locations indicated on Drawings.

B. Provide furring channels, stiffeners, and other furring members required to support the lathing for furred and hung ceilings, plaster enclosures for sheet-metal ducts, chases, furred beams and girders, range hood enclosures in kitchen, exposed portion of walk-in refrigerators extending from floor to kitchen ceiling, window soffits, cornices, arches, pilasters, etc., together with all clips, knees, clamps, bolts, etc. required to secure the

various members together and to the structural Work. Drill all holes required for this Work.

C. Plaster soffit of proscenium arch over auditorium platform shall be braced with channels, angles, etc., as required and as indicated on the Drawings.

D. Where plastered partitions occur within 2 feet of the side of fireproofed steel or concrete beam parallel to the partition, the space between partition and beam shall be furred and lathed so that the plaster will finish flush with soffit of beam.

E. Furr out wall spaces between window head and ceilings.

F. Include all furring angles, braces and clips required by Drawings in classrooms, and all other furring required.

G. Provide channels, metal lath, etc., as required, for furring above and below panel boards located in wall finished with structural facing tile facing or wainscot.

H. In corridors provide furred soffits and furred out spaces at drinking fountains, at window heads, fire extinguisher recesses, panel boxes, display cabinets and other locations. Include furring required above cases and cabinets where indicated.

I. All furring shall be done with vertical members plumb, horizontal members level and all true and even, so that the proper thickness shall be provided for the lathing and plastering. Where required, furring shall conform to shapes of arches, cornices, pilasters, ceiling beams, etc.

J. Furring members shall not be supported by partitions, except in closets 3 feet or less in horizontal dimensions. In such instances the furring channels shall be built in the partitions as Work progresses.

K. When indicated on Drawings furred enclosures shall be provided for horizontal ducts and flues and for solenoid gas valve enclosure in Home Economics Rooms and in Kitchen of Cafeteria.

L. Furnish and erect channel furring across entire furred out space above pupils' wardrobes, cases, cabinets, teachers' lockers, as indicated on Drawings and details. Include furring at soffits and space from window head to ceiling at windows in Gymnasium, Auditorium, and other locations where indicated on Drawings.

M. For all plaster cornices having a projection of more than 6" , and for all other ornamental plaster work, provide suitable brackets built up of angles, channels, flats, etc., so as to conform to the profile of the molded work, with horizontal string pieces connecting the brackets and bolted to same with 5/16" bolts. In all cases where heavy ornamentation or other special conditions occur special provisions shall be made to safely sustain the load

imposed. All such provisions shall be subject to the review and approval of the Commissioner.

N. Spaces around panel boards, boxes or casing shall be furred out with metal lath and plastered flush with face of boxes.

O. Where steel plate access doors and frames or grille openings occur in bottom or sides of metal ducts, corresponding openings shall be framed in the furring directly under or opposite the openings in the ducts.

3.04 LATHING APPLICATION

A. Furnish approved metal lathing as required for furred and hung ceilings, enclosures for sheet-metal ducts and flues, furred beams and girders, window soffits, cornices, arches, pilasters, chases, stud partitions, furred out spaces over display cabinets and other cabinets, drinking fountains, fire extinguisher recesses, above wardrobes, cases, book cabinets, teacher's lockers and at all other places where required, to properly provide for the plastering, and secure same to the furring at the location indicated on Drawings and as hereinafter specified. The lathing of furred and hung ceilings when joining plastered walls or partitions shall turn down 3" and be stapled to same.

B. Door and window studding that project beyond the line of trim shall have a strip of metal lath 6" wide, covering the joint between studding and fireproofing.

C. Chases formed in partitions for electric conduits, panelboards, piping, etc., shall be covered with metal lathing extending 3" beyond line of opening on each side, but not put on until directed. All strips of metal lathing shall be secured at the edges to the studding or to fireproof blocks as the case may be.

D. Where pipes (plumbing or heating) and conduit occur within partitions that are to be plastered, provide and install metal lath (nailed or otherwise secured to the partitions) which shall span across the pipes and shall extend three inches beyond opening on each side. This shall apply whether or not the space is built up solidly with masonry. Similar lath shall be provided at electrical installations where unable to build in masonry around the installations. Lath for this Work shall be herringbone mesh pattern with 3/8" V-shaped ribs spaced at 4 1/2" intervals, on both sides of partitions.

E. Where plastering is required at the flush junctions between concrete and any of the materials specified for partitions, a strip of wire lath shall be provided and installed extending three inches on either side of such junctions to prevent the cracking of the finished plaster.

F. Where convector openings occur in narrow partitions, the backs of such openings shall be enclosed with furring channels tap screwed to frame, and metal lath covering the entire opening, secured to furring channels with approved wire ties; see details.

G. Lath sheets shall be at right angles to the furring bars. Lath shall be securely tied to each furring bar at intervals of 6", with wire specified.

H. All wire used by the lathing sub-contractor at the job shall be of one type. Wherever wire is required for tying splices or channels to running bars, it shall be the same wire as is used for tying lath to channels. The only other acceptable means of fastening is by means of approved clips or bolts.

3.05 CORNER BEADS AND PLASTER STOPS - APPLICATION

A. Corner Beads

1. For the full height of all vertical salient angles in plastered walls.

2. For the full length of all horizontal salient angles in plastered surfaces which occurs 8'-0" or less above finished floor.

3. For the full length of all horizontal salient angles in plastered surfaces which may occur above the 8'-0" level as follows:

a. Soffits of window openings.

b. Dropped ceilings, beam soffits, etc.

c. Window pockets in furred or hung ceilings.

B. Casing Beads

At all locations where plaster terminates or abuts dissimilar materials including concrete ceilings and concrete beam haunches, except where covered by trim.

C. Base Screeds

Furnish and set approved base screeds for all cement bases, and at the top of all Portland or Keene's cement wainscot.

END OF SECTION

SECTION 09 21 00 PLASTER

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide materials, labor, equipment and services necessary to complete all plastering required.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. American Society for Testing and Materials (ASTM), latest editions.

C 28	Gypsum Plasters
C 35	Sand
C 150	Portland Cement
C 206	Finishing Hydrated Line
C 631	Bonding Compounds for Interior Plastering
C 842	Application of Interior Gypsum Plaster

C 897 Specification for Aggregate for Job Mixed Portland-Cement Based Plasters

C 926 Application of Portland Cement-Based Plaster

C. American National Specifications Institute (ANSI), latest edition.

A 42.1 Portland Cement Lime Plastering Exterior and Interior

D. Gypsum Construction Handbook, USG Corporation, latest edition.

1.04 SUBMITTALS

A. Product Data

Provide manufacturers' specifications and application instructions for each type of material specified, including the following:

1. Plaster
2. Bonding Compound
3. Plaster Accessories
4. Hydrated Lime
5. Aggregates for Base Coat Plaster

B Sample

Provide a sample 2 feet by 2 feet of finished plaster assembly including all lathe, framing and finish plaster coats.

C. Quality Control Submittals

1. Certificates: Provide material certificates from Manufacturers, Material supplier, and Contractor certifying that each material complies with, or exceeds the specified requirements.
2. Certificates - Bonding Agent for white coat plaster ceilings: Provide all manufacturers' certificates of compliance (above), together with a copy of the approved testing laboratory reports and samples for test and approval.

D. Quality Assurance Submittals

1. Installers affidavit certifying a minimum of three (3) years' experience installing items specified.

1.05 QUALITY ASSURANCE

A. Qualifications

Company specializing in plaster installation having more than three years' experience with the application of specified materials.

B. Regulatory Requirements

1. Building Code: Work of this Section to conform to all requirements of the New York City Building Code and all applicable regulations of other governmental authorities.

2. Fire Resistance Ratings: Where ratings are indicated, match applicable assemblies tested per ASTM E 119 by Fire Testing Laboratories.

C. Single Source Responsibility

Obtain materials from a single source for each type of material required to assure consistency in quality of performance and appearance.

D. Plaster Mock-up Samples.

1. Before commencing plaster work, submit the following mock-up samples to the Commissioner for approval:

a. 8"x16"x2" concrete block with a two-coat system of plaster (base and finish), stepped to show construction and thickness of each coat. Provide sample for each type of plaster to be used on project.

b. 12"x12" metal lath with a three-coat system of plaster (scratch, brown, finish), stepped to show construction and thickness of each coat. Provide sample for each type of plaster to be used on project.

E. Field Samples.

1. At the commencing of plaster work provide a completed plastering of two classroom walls, including an inside corner, floor to ceiling for approval. If initial Work is not acceptable, make corrections until Work is approved.

2. Do not proceed until the plastering work on the sample walls has been approved in writing by the Commissioner.

3. All subsequent plastering work to conform in workmanship and appearance to that of the sample walls.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver manufactured materials in original sealed container, with manufacturer's label intact and legible.

B. Store all cement, gypsum and lime off ground, under cover and in a dry area.

C. Protect contiguous Work from soiling, spattering, moisture, deterioration and other harmful effects which might result from plastering.

1.07 PROJECT CONDITIONS

A. Environmental Requirements

1. Do not use frozen materials in plaster mixes.

2. Do not apply plaster to surfaces that are frozen or contain frost.

3. Do not apply plaster when ambient temperature is less than 50°F, unless permission is given in writing by the Authority.

4. Maintain required temperatures for a minimum of 24 hours prior to application, during application and until plaster has cured.

1.08 SEQUENCING AND SCHEDULING

A. Coordinate plaster installation with all other Work by other trades, above, supported by or penetrating walls, ceilings and soffits, including electrical, heating and ventilating and plumbing and drainage.

PART 2 - PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

A. Gypsum Plaster

Subject to compliance with requirements, provide products from one of the following manufacturers, conforming to ASTM C28:

1. Gold Bond Building Products Div., National Gypsum Co., Charlotte, NC.

a. Gypsum Neat Plaster: "Two-Way Hardwall Plaster".

b. Gypsum Gauging Plaster: "Super-White Gauging Plaster".

c. Gypsum Ready-Mixed Base Coat Plasters. "Gypsolite".

2. United State Gypsum Co.; Architectural Products Division, Chicago, IL.

   a. Gypsum Neat Plaster / Basecoat Plaster:

      "Red-Top Gypsum Plaster".

      "Red-Top Two-Purpose Plaster".

      "Structo-Base", where high strength gypsum neat plaster is shown.

   b. Gypsum Gauging Plaster:

      "Champion White Gauging Plaster"

      "Red-Top Gypsum Plaster"

      "Star White Gauging Plaster"

      "Red Top - Keene's Cement"

      "Structo - Gauging Plaster"

3. Or approved equal

B. Portland Cement Plaster

Subject to compliance with requirements, provide products conforming to ASTM C926

1. Base Coat Cements: ASTM C926

   a. Portland Cement ASTM C150, Type I or III.

2. Finish Coat Cements

   a. Portland Cement, ASTM C150, Type I, white.

C. Finishing Hydrated Lime

Subject to compliance with requirements, provide products conforming to ASTM C206, Type S or Type N.

1. United States Gypsum Co.

   a. "Ivory Finish Lime" - Type S

   b. "Red Top Finish Lime" - Type N

2. Graymont

   a. "Grand Prize" - Type N

   b. "Snow Drift" - Type S

3. Chemstar Type S

4. Or approved equal

2.02 MATERIALS

A. Aggregates for Base Coat Plaster; ASTM C35. Type as listed below:

1. Sand aggregate, conforming to ASTM C897

2. Perlite aggregate, conforming to ASTM C 35

3. Vermiculite aggregate, where shown.

B. Water

Potable, free of substances capable of affecting plaster set or of damaging plaster, lath or accessories.

C. Bonding Agent

Comply with ASTM C631; and requirements listed below:

1. Material for Bonding agent: a resinous water-emulsion that will bond new plaster base or finish coats to concrete surfaces.

2. Material Viscosity: equal to that of ordinary paint and suitable for application by brushing or spraying.

3. Inert to oxygen and perfectly stable when water has dried out.

4. Vermin-proof, non-toxic, non-deteriorating and incapable of supporting flame.

5. Temperature range of from minus 35°F to plus 300°F. without failure of bond.

6. Minimum tensile strengths varying from 50 to 600 lbs. per sq. inch, depending upon materials being bonded together, and a minimum shear strength of 175 lbs. per sq. inch when properly cured and dried samples are tested.

7. Bonding agent shall be warranted for at least five years without any failures.

2.03 MIXES

A. Gypsum Plaster Base Coat Compositions

Comply with ASTM C842 and manufacturer's directions for gypsum plaster base coat proportions which correspond to application methods and plaster bases indicated below:

1. Three-Coat Work Over Metal Lath:

   a. Scratch Coat: 1 part Gypsum neat plaster with 2 parts sand.

   b. Brown Coat: 1 part Gypsum neat plaster with 3 parts sand.

   c. Finish Coat: as in B below.

2. Two-Coat Work Over Concrete:

   a. Base coats of 1 part Gypsum neat plaster with $2^1/_2$ parts sand.

   b. Finish coat: as in B below.

3. Two-Coat Work Over Unit Masonry:

   a. Base coats of 1 part Gypsum neat plaster with 2 parts sand or Gypsum Ready-mix plaster with mill mixed perlite.

   b. Finish coat: as in B below.

B. Gypsum Troweled Finish Coat

Comply with ASTM C842 and manufacturer's directions and proportion materials in parts by dry weight for finish coat as follows:

1. Gypsum Gauging Plaster: 1 part plaster to 2 parts lime.

   a. Over lightweight aggregate base coats, if any, add 1/2 cu. ft. of perlite finish or 50 lbs. of No. 1 white silica sand per 100 lbs. of plaster.

   b. Where float finish is shown, add 8 parts of sand.

   c. Mechanically mix aggregate materials for plaster to comply with referenced application standard and with recommendations of plaster manufacturer.

C. Portland Cement Base Coat Compositions

Comply with ASTM C926 and manufacturer's directions for Portland cement base coat proportions that correspond to application methods and plaster bases indicated below:

1. Base coat over concrete or unit masonry: 1 part Portland cement to 3 parts sand with 10% hydrated lime added.

2. First coat must dry out and be thoroughly wet down before applying second or finishing coat.

D. Portland Cement Finishing Coat over Concrete or Unit Masonry:

Comply with ASTM C926 and manufacturer's directions for Portland cement finishing coat proportions.

1. 1 part Portland cement to 2 parts sand with 10% hydrated lime added.

E. Vermiculite Plaster Mix.

1. Three coats over metal lath for fireproofing in areas where required:

   a. Scratch coat - 100 lbs. Gypsum to 2 cubic ft. Vermiculite.

   b. Brown coat - 100 lbs. Gypsum to 2 cubic ft. Vermiculite.

   c. Finishing coat - White finishing coat as specified in Article 2.03 G below.

2. In certain locations, the vermiculite plaster fireproofing serves as the finished exposed ceiling. Finishing coat to be a white finishing coat as specified in Article 2.03 G below.

3. Total thickness of vermiculite plaster, including white finishing coat, when required, of one inch measured from the face of the metal lath unless otherwise shown on Drawings.

F. Keene's Cement Plaster Mix

For use on walls, ceilings, and other surfaces indicated on Drawings or specified to be of Keene's Cement (Toilet Rooms, or areas of High Moisture):

1. Three coat application over concrete or unit masonry.

   a. Base coat: 1 part Portland cement to 3 parts sand with 10% hydrated lime added.

b. Brown coat: to 150 lbs. of lime putty add 1,000 lbs. (60-No.2 shovelfuls) of sand and gage this mixture with 100 lbs. of Keene's cement.

c. Finish coat: 400 lbs. of Keene's cement to 100 lbs. of lime putty. Soak hydrated lime used for the lime putty in water tight boxes at least 24 hours before using for Type N and 30 minutes for Type S.

G. White Finishing Coat Mix

For use on all plastered surfaces, unless otherwise specified or indicated on Drawings:

1. Hard plaster white finishing coat: 3 parts white lime putty, one part of Plaster of Paris, and the addition of a small portion of fine white sand.

2. Lime Putty: Properly slacked quicklime or finishing hydrated lime wet into a paste and allowed to stand for 24 hours for Type N or 30 minutes for Type S before Plaster of Paris is incorporated. Sieve hydrated lime into a watertight box three-quarters full of water.

a. Add a small portion of fine white sand to lime putty before Plaster of Paris is incorporated.

b. Add sand to the quicklime while it is being slackened or to hydrated lime while being sieved into water.

c. Do not add neat gypsum plaster, retarder or dope to the white finishing plaster.

H. Cement leveling coat for Mosaic Artwork - Where specified.

1. Provide a cement leveling coat in thickness indicated on Drawings to receive Mosaic Artwork mixed in the following proportions:

a. One part Portland cement, one-half part hydrated lime and three parts clean sand.

2. Application to the surface shall be straight and plumb to within 5/8-inch of the finished Mosaic surface and then given a fine cross scratch for binding purposes. Coordinate with Commissioner.

2.04 MECHANICAL MIXING

A. Mechanically mix cementitious and aggregate materials for plasters to comply with applicable reference standard and with recommendations of plaster manufacturers.

PART 3 - EXECUTION

3.01 EXAMINATION OF SURFACES

A. Examine substrate surfaces to receive Work of this Section, preparatory Work performed by other trades, and conditions at the building. Report any defects or unsatisfactory conditions for correction to the Authority.

B. Starting of Work will be construed as acceptance of all substrate surfaces and conditions as satisfactory.

C. Partitions, grounds, furring, corners, lathing, etc., shall be in place, straight and plumb, before beginning plastering, and if any of the Work is found to be imperfect notify the Authority to rectify it.

D. Do not start plastering until all plaster work can be satisfactorily protected from exposure to water including water infiltration from roof leaks, wall openings, groundwater, flooding and other sources.

E. Do not apply finish plastering unless the permanent glazed windows have been installed throughout the building, except by special permission of the Authority in writing.

F. Mixing of scratch and brown coats of plaster inside of any part of the building is prohibited. Mixing finish white coat of plaster is permitted inside of the building in locations approved by the Authority.

G. The use of a machine made lime mortar mixed at the building or an approved gypsum plaster for all surfaces required to be plastered, except surfaces as are specified to have other finishes, shall be an option subject to review and approval by the Authority.

3.02 PREPARATION

A. Protection

1. Provide protection for radiators and convectors in rooms to be plastered.

2. Protect the Work of other trades from soiling or spattering using cover cloths or other approved means of protection. Should soiling or spattering occur, it can be removed by cleaning with wet sponges or brushes before the plaster or mortar sets, in a manner to avoid scratching, staining or other damage.

3.03 PLASTER APPLICATION, GENERAL

A. Apply gypsum plaster materials, composition, mixes and finishes indicated to comply with ASTM C 842.

B. Apply portland cement plaster materials, compositions, and mixes to comply with ASTM C 926.

C. Provide a two coat leveling surface where cork display board is indicated as a wall surface, consisting of one brown coat and one white coat. See Drawings for extent of Work.

D. Plaster concrete surfaces and concrete fireproofing with scratch and brown coats of "Bond Plaster" with a white finishing coat. Scratch coat of neat bond plaster. Brown coat of neat bond plaster and sand in equal parts by weight. Apply brown coat to the scratch coat before the scratch coat has set. Do not exceed 1/4" thickness.

E. Allow each coat of gypsum mortar, excepting where bond plaster is required, to dry out in accordance with the manufacturer's directions prior to application of the following coat. After coat has dried out, thoroughly dampen surface prior to application of the following coat.

F. Bring first coat of plaster to a plane by screeding horizontally or other approved method. Float to an even, straight and true surface. Travel finish coat to a compact, hard, very smooth, polished surface. Soft, porous or unpolished surfaces and surfaces that show brush marks will not be accepted and such rejected white finish plastering will have to be removed down to the brown coat and properly re-plastered.

G. Plaster well up to the grounds and down to floor lines, and screed all walls true and plumb. No imperfect angles or corners will be acceptable under any circumstances and any imperfect Work will call for re-plastering of all portions rejected by the Authority.

H. Do all patching required to complete the general construction Work of this Contract, leaving the Work clean and perfect in every particular at completion of the building.

I. Extend the plaster work of ceilings so as to cover the concrete filling of the holes left for steam pipes, finishing around the sleeves to make the ceiling work complete. If the sleeves are not set and the holes not filled when the plastering is begun, plaster as far as the pipe holes where keys are formed. Extend the plaster work and finish after the sleeves are set and the holes filled.

J. Extend all plastering close to all openings and pipes, down to floors and behind all cabinets, wardrobes, trim, base and other wood finishes. White coat may be omitted behind wood finish, such as paneled wall surfaces and behind cabinets with solid backs, provided that the brown coat is finished smooth to receive the vinyl base.

K. White coat is required behind all movable cabinets and behind all cabinets furnished by others or any other movable equipment indicated to be furnished "by others". Install white coat on all locations where acoustic tile is to be cemented in place.

L. In rooms and locations where vinyl base is to be installed, extend plastering, including white coat, down to the cement under floor. Finish to be smooth to receive the base.

M. Finished surfaces to be plumb and level, or uniformly sloped or curved where so required. Intersections of walls and ceilings and all intersections of walls and other surfaces to be finished square unless otherwise shown. Do not deviate more than 1/8" in 10'-0" from a true plane in finished plaster surfaces, as measured by a 10'-0" straight edge placed at any location on surface.

N. Sand smooth-troweled finishes lightly to remove travel marks and arises.

3.04 OPTIONAL WHITE COAT PLASTER CEILING

A. Apply one full covering of bonding agent by brushing or spraying over concrete beams and the underside of concrete slabs to receive the white coat of plaster. Prior to application of bonding agent, remove all oil, dust, dirt, grease, wax and loose material from concrete surfaces.

B. In areas where slabs or beams have bulges or depressions more than 1/2" in 4-feet when measured with a straight edge, they shall be leveled-up with a brown coat of gypsum plaster and screeded to within 1/8" to 3/16" below the finished plaster surface. The brown coat for leveling shall be applied over the bonding agent.

C. Apply a white skim coat of plaster 1/8" to 3/16" thick over the bonding agent or brown coat.

D. Metal cornerites (strips of metal lath) will not be required at interior corners between white coat plaster ceilings and plaster walls.

3.05 PATCHING AND PROTECTING

A. Repair, point up and patch plaster surfaces after work of other trades is in place and at such times as directed by the Commissioner.

B. Point up around fixtures, outlet boxes, switches, plates, fittings, piping, conduit, frames and other items abutting or extending through the plaster.

C. Just before painting is started, thoroughly examine all plaster surfaces. Cut out and repair all imperfect portions, cracks and other defects and leave all plaster in a sound, unblemished, clean and satisfactory condition.

D. Protect finished plaster surfaces against damages, soiling and defacement.

E. Protect plaster work against freezing and premature drying.

3.06 CLEANING

A. Remove temporary protection and enclosure of other Work. Promptly remove plaster from door frames, windows, and other surfaces which have been stained, marred or otherwise damaged during plastering. When plastering is completed, remove unused materials, containers and equipment and clean floors of plaster debris.

B. Provide final protection and maintain conditions in a manner suitable to the Commissioner which ensures plaster work being without damage or deterioration at time of issuance of the Certificate of Final Completion.

END OF SECTION

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SECTION 09 26 00 GYPSUM BOARD ASSEMBLIES

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. Provide all materials, labor and equipment to properly install the following Work:

1. Installation of gypsum board to match existing at ceiling and wall repair locations
2. Non-load-bearing steel framing.
3. Insulation
4. All accessory components.

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

B. American Society for Testing and Materials (ASTM), latest editions.

A641 Zinc-Coated (Galvanized) Carbon Steel Wire.

A653/ General Requirements for Steel Sheet, Zinc A653M Coated (Galvanized) by the Hot-Dip Process

C11 Standard Terminology Related to Gypsum and Related Building Materials and Systems

C473 Standard Test Methods for Physical Testing of Gypsum Panel Products

C475 Joint Treatment Materials for Gypsum Wallboard Construction

C630 Water Resistant Gypsum Backing Boards

C645 Non-Load (Axial) Bearing Steel Studs, Runners (Track), and Rigid Furring Channels for Screw Application of Gypsum Board

C665 Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing

C754 Installation of Steel Framing Members to Receive Screw-Attached Gypsum Wallboard, Backing Board or Water Resistant Backing Board

C834 Standard Specification for Latex Sealants

C840 Specification for Application and Finishing of Gypsum Board

C919 Practices for Use of Sealants in Acoustical Applications

C1002 Steel Drill Screws for the Application of Gypsum Board

C1047 Standard Specification for accessories for Gypsum Wallboard and Gypsum Veneer Base

C1278 Standard Specification for Fiber-Reinforced Gypsum Panel

C1325 Standard Specification for Non-Asbestos Fiber Mat Reinforced Cement Interior Substrate Sheets

C1388 Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings

C1396 Standard Specification for Gypsum Board

D2020 Standard Test Methods for Mildew (Fungus) Resistance of Paper and Paperboard

D3273 Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber

E84 Surface Burning Characteristics of Building Materials

E119 Fire Tests of Building Construction and Materials

G21 Standard Practice for determining Resistance of Synthetic Polymeric Materials to Fungi

C. Gypsum Association

GA-600 Fire Resistance Design Manual

GA-214 Levels of Finishes

GA-216 Recommended Specifications for the Application and Finishing of Gypsum Board

GA-505 Gypsum Board Products - Glossary of Terminology

D. Underwriters Laboratories Inc. (UL)

Fire Resistance Directory

E. International Code Council, ICC-ES (Evaluation Service)

AC86 - Acceptance Criteria for Cold-Formed Steel Framing Members – Interior Non load-bearing Wall Assemblies.

F. American Iron and Steel Institute (AISI)

AISI S905 – Test Methods for Mechanically Fastened Cold-Formed Steel Connections

AISI Standard for Cold-Formed Steel Framing - General Provisions

AISI NASPEC

1.04 SUBMITTALS

A. Product Data

Submit manufacturers' product information, specifications, and installation instructions for the following products: gypsum board, joint compounds, sealants, insulation, fasteners, trim, joint reinforcing, metal furring members, metal studs, tracks, runners, and all related accessories.

Submit limiting height tables for metal stud framing based on testing and engineering analysis in accordance with ICC-ES Acceptance Criteria AC86.

B. Samples

Submit samples of the following materials:

1. Wallboard, each type: 12" square.

2. Metal studs and track: 12"

3. Accessories: 12", outside corner bead.

4. Screw, each type: 2

C. Materials Certificates and Acceptances

1. Submit certificates from the manufacturers of the specified materials stating compliance with the applicable requirements set forth for all materials specified in this Section.

2. Submit certification and listing by an Approved Agency in accordance with NYC Dept. of Buildings rules, indicating that the materials and assemblies as regulated by the NYC Building Code are acceptable for the intended use. When test methods are stipulated in the NYC Building Code, the tests utilized shall be stated in the certification. Prior MEA and BSA approvals are acceptable for materials conforming to current Code requirements.

3. Submit written acceptances from the wallboard manufacturer and metal stud manufacturer accepting the type of metal studs, tracks, and fasteners to be used for each type of wallboard.

1.05 QUALITY ASSURANCE

A. Qualifications

Submit affidavit certifying that installer is a firm with not less than 3 years of experience relevant to the installation of specified materials.

B. Regulatory Requirements

1. Building Code: Work of this section shall conform to all requirements of NYC Building Code.

2. NYC Board of Standards and Appeals (BSA), and NYC Materials Equipment Acceptance (MEA) approvals are acceptable for materials and assemblies conforming to current NYC Building Code requirements.

3. Fire-Resistance Ratings

a. Comply with fire-resistance ratings as indicated and as required by governing authorities and codes. Provide certification and listing by an Approved Agency in accordance with NYC Dept. of Buildings rules, indicating that the materials and assemblies as regulated by the NYC Building Code are acceptable for the intended use.

b. Provide materials, accessories and application procedures which have been listed by UL or tested in accordance with ASTM E119 for the type of construction shown. Provide materials and construct assemblies which qualify for required fire resistance classifications in accordance with the Gypsum Association "Fire Resistance Design Manual" as referenced in the NYC Building Code, or in accordance with the acceptance requirements of the NYC MEA or BSA.

C. Industry Standards

1. Comply with applicable requirements of ASTM C840, except where more detailed or more stringent requirements are indicated, including the recommendations of the manufacturer.

2. Acoustical Ratings: Comply with acoustical ratings as required and based on type of construction indicated on the Drawings. Provide materials, accessories, including fasteners, seals, sealants and application procedures which have been listed by manufacturer or tested in accordance with ASTM E90 for the type of construction shown.

D. Company Field Advisor

Secure the services of a Company Field Advisor of the gypsum board manufacturer for a minimum of 2 working hours. The Field Advisor shall be properly trained by the manufacturer to be technically qualified in design, installation, and servicing of the required products. The Field Advisor shall be present at the beginning of the actual gypsum board installation for the purpose of:

1. Rendering technical assistance to the Contractor regarding installation procedures of the system.

2. Familiarizing the Commissioner with all aspects of the system including inspection techniques.

3. Answering all questions which might arise.

E. Single Source Responsibility

Obtain all steel studs and other metal framing components and accessories from a single manufacturer.

1.06 PROGRESS INSPECTIONS

A. City of New York will retain a Special Inspector to perform progress inspections for all gypsum board assemblies in accordance with NYC Building Code Section BC 109.3.4 for fire resistance rated partitions, floors, ceilings, and shafts.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer.

B. Store all materials inside, under cover, in a manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum boards to prevent sagging. Do not store at temperature exceeding 125°F.

C. Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal framing members, corner beads, and trim from being bent or damaged.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

Subject to compliance with requirements, provide products of a specified manufacturer.

Products which vary slightly from specified criteria will be considered for acceptance upon submission of a written explanation and complete technical data to the Commissioner. Written authorization from the Commissioner is required prior to installation of such materials whether or not the manufacturers are listed herein.

A. Gypsum board and related products

Manufacturers of products proposed as equal to specified products must demonstrate equivalent resistance in testing subject to the Commissioner's approval. Provide products from one of the following:

1. USG Corporation
2. National Gypsum Company
3. Lafarge / Continental Building Products LLC.
4. Or approved equal

B. Metal Support Materials

1. Marino\Ware, South Plainfield, NJ
2. Clark Dietrich Building Systems, West Chester, OH

3. Super Stud Building Products Inc., Edison, NJ

4. United States Gypsum Co., Chicago, IL

5. Or approved equal

C. Insulation

1. Thermafiber Inc., Wabash, IN

2. Roxul Inc., Milton, Ontario

3. National Gypsum Company

4. Or approved equal

2.02 MATERIALS

A. Metal Framing

1. Steel Studs

In compliance with ASTM C645, provide galvanized steel, C-shaped members as specified and as shown on the Drawings of sizes indicated below:

a. Stud depth: To match existing, adjacent framing

b. Stud thickness: To match existing, adjacent framing

2. Runners

In compliance with ASTM C645, provide galvanized steel runners to match applicable assembly specified, to match wall framing members, unless indicated otherwise.

3. Horizontal Bracing

Provide bracing at location where removal of existing baracing has occurred. Match type, gauge and installation to existing, adjacent construction.

4. Protective coating of framing shall conform to ASTM A653/A653M - G40 minimum, or shall be a protective coating with equal or better corrosion resistance.

5. Fasteners for Metal Framing

   a. Provide fasteners of type, size, style, grade, holding power, class, and other properties required for secure installation of framing and furring. Galvanize all fasteners and accessories. Powder actuated fasteners shall not be used.

   b. All devices, other than bolts, used to interconnect ceiling members are required to be certified and listed by an Approved Agency in accordance with NYC Department of Buildings rules. Prior MEA and BSA approvals are acceptable for materials conforming to current Code requirements.

B. Gypsum Board

   1. General: Provide gypsum board at repair locations to match thickness and fire rating of existing, adjacent construction

C. Trim Accessories

   1. General: Comply with ASTM C1047, standard accessories as recommended by gypsum board manufacturer. Where exposed to view provide accessories recommended for level-5 finish. Metal trim shall be formed of galvanized or zinc-coated steel. Provide paper faced metal trim where recommended by board manufacturer. Designed for concealment of paper or metal flanges in joint compound. Provide corner beads, L-type edge trim beads, V-type edge trim beads, and control joint beads.

D. Joint Treatment Materials

   1. Jointing System - typical: Comply with ASTM C475. Type recommended by the manufacturer for the application indicated, to prevent cracking, and to meet fire resistance requirements where applicable. Reinforcing tape and compound shall be designed as a system to be used together.

   2. Provide setting type or ready-mixed drying type joint compound as recommended by the board manufacturer for each type of board, for joints, fastener heads and cut edges of board.

   3. Skim coat: For final coat of Level 5 finish, use type recommended by manufacturer.

   4. Jointing compound shall be asbestos free.

E. Insulation: Comply with ASTM C665, Mineral Fiber Blanket.

1. Sound attenuating blankets, Type I, Density: 2.5 lbs/cubic foot minimum.

2. Fungi Resistance: Insulation and facing shall be fungi resistant when tested in accordance with ASTM C1338.

F. Miscellaneous Materials

1. General: Provide auxiliary materials for gypsum board work of the type and grade recommended by the gypsum board manufacturer.

2. Gypsum board Screws:

a. Comply with recommendations of the wallboard and metal framing manufacturers and ASTM C1002.

b. For fastening the gypsum board in place, specially designed for use with power-driven tools, of length recommended for application in board manufacturers printed instructions, but not less than 1¼" long, with self-tapping threads and self-drilling points. Screws shall be steel with rust inhibitive coating.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Inspection

1. Prior to installation of the Work of this Section, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence.

2. Installation shall comply with manufacturer's recommendations, with all pertinent codes and regulations as a minimum standard.

B. Coordination of Work

Coordinate Work of this Section with the Work of other Divisions which have items installed in, on or contiguous to gypsum board assemblies.

C. Verification of Conditions

Start of Work constitutes acceptance of existing conditions, Contractor shall bring any discrepancies to the attention of the Commissioner prior to start of Work.

D. Construction Tolerances.

1. Do not exceed 1/8" in 8 feet variation from plumb or level in any exposed line or surface except at joints between boards. Do not exceed 1/16" variation between planes or abutting edges or ends. Shim as required to comply with specified tolerances. Variations shall not be visible in finished surfaces.

3.02 ENVIRONMENTAL REQUIREMENTS

A. General

Comply with requirements of all referenced application standards and manufacturers recommendations for environmental conditions before, during and after gypsum board application.

B. Environmental Conditions

1. Maintain continuous uniform building temperatures of not less than 55°F and not more than 90°F for a minimum of 48 hours prior to, during and following application of gypsum board and joint treatment materials and until joint and finishing compounds have dried.

Conform to more restrictive environmental conditions where required by the manufacturer.

2. Do not install gypsum board in any location where it may be exposed to moisture during the Construction Phase of the Project. Sources of moisture may include: rain, snow, groundwater, flooding and contiguous construction materials. Replace any gypsum board that has been exposed to moisture during the Construction Phase.

C. Ventilation

Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after its application. Avoid drafts during dry hot weather to prevent too rapid drying.

D. Drying Time

Provide adequate drying time between coats of joint compound.

3.03 INSTALLATION - STEEL FRAMING

A. General

Comply with ASTM C754 and manufacturers installation instructions for all non-load bearing steel stud installations.

1. Extend all partitions to underside of roof and floor construction unless indicated otherwise. Brace laterally to building structure as required for stability.

2. Where fire-rated work is indicated on Drawings construct assemblies in accordance with the Article herein titled Quality Assurance, Paragraph titled Regulatory Requirements.

B. Steel Stud Installation

1. Where partitions abut ceiling or deck construction or vertical structural elements, provide slip or cushion type joint between metal framing and structure as recommended by manufacturer to prevent transfer of structural loads or movements to partitions, except as otherwise indicated. Maintain lateral bracing of partitions to building structure.

2. Accurately align top and bottom tracks. Secure runner tracks as recommended by the framing manufacturer for the upper and lower construction involved, except, do not exceed 24" on center spacing for power driven fasteners. Provide fasteners approximately 2" from corners and ends of tracks.

3. Position studs vertically and engage both floor and top tracks. Install studs at 16" on center maximum spacing unless closer spacing is indicated on the Drawings, or is required for height of partition or transverse loading in order to meet deflection requirements. Fasten studs to track flanges with screws, or as otherwise required to meet fire resistance ratings and code requirements.

   a. Use full length studs between tracks wherever possible. If necessary, splice studs with a minimum 8" nested lap and fasten with 2 screws per stud flange.

   b. Provide additional studs to support inside corners at partition intersections, and to support outside corners and terminations of partitions (and both sides of control joints).

4. Frame openings other than door openings to comply with details shown and Manufacturer's instructions. Provide full length studs adjacent to jambs and horizontal header and sill tracks. Extend studs to underside of roof or floor construction above.

5. Provide two 18 gauge studs at each door jamb unless heavier gauge studs are required by Drawings. Comply with stud manufacturers recommendations for the types of frames and weights of doors used in the project. Provide 14 gauge studs surrounding openings to receive interior window guards. Studs shall extend to underside of roof or floor construction above.

6. Construct fire rated partitions, vertical ductwork enclosures, column enclosures, etc. to meet or exceed the rating shown on the Drawings.

C. Running Channel Installation

Floor and top running channels or stud tracks shall be galvanized cold rolled steel with 1½" extended leg on top runner to allow movement (legs longer as recommended by manufacturer or as required to prevent transfer of structural loads or movements to partitions). Match gauge of studs indicated for assembly. Securely fasten to floor, slab above or vertical structural elements with fasteners approved by manufacturer, spaced not more than 24" on center. Provide slip or cushion type joint between channel and structural elements as indicated in paragraph titled Steel Stud Installation, above. Maintain lateral bracing of partitions to building structure.

D. Horizontal Bracing or Stiffener Installation

Install metal stud bracing fastened to each partition stud with webs in a horizontal position, or horizontal bracing fixed to each stud in accordance with manufacturer's instructions. Provide continuous horizontal rows of bracing, spaced vertically 4'-0" on center maximum, unless otherwise indicated. The uppermost row shall be located 12 inches from the top of stud, or as otherwise recommended by the stud manufacturer. Provide additional bracing as recommended by stud manufacturer.

E. Tolerances

Do not exceed 1/8" in 8 feet variation from plumb or level in any exposed line or surface, except at joints between planes or abutting edges or ends. Shim as required to comply with specified tolerances. Variations shall not be visible in finished wall surfaces.

3.04 INSTALLATION - PANELS

A. Applying and Finishing Panels, General

Comply with manufacturer's printed installation instructions and recommendations based upon Project conditions, ASTM C840, GA-216, and these Specifications, for all gypsum board application and finishing.

1. Provide wallboard panels of type, thicknesses, and number of layers indicated on the Drawings. Provide multi-layer assemblies using abuse and impact resistant gypsum board panels in conjunction with other types of panels where indicated on the Drawings.

2. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.

3. Firestopping required for fire-rated work shall be covered under Section 07270-Firestopping/Smoke Seals.

4. Where fire-rated work is indicated on Drawings construct assemblies in accordance with the Article herein titled Quality Assurance, Paragraph titled Regulatory Requirements.

5. Install the gypsum board with separate boards in moderate contact but not forced into place. At internal and external corners, conceal the cut edges of the board by overlapping covered edges of the abutting boards. Stagger the boards so that corners of any four boards will not meet at a common point except in vertical corners.

6. Extend all partitions to underside of slab above and floor construction, unless indicated otherwise.

7. All interior partitions, unless otherwise indicated, shall have mineral fiber sound attenuating blankets, ASTM C665 Type 1, density 2.5 lbs./cubic foot minimum. Sound attenuating blankets shall be installed friction fitted between studs, completely filling solid the partitions for the full height of the partitions.

8. Fasten the gypsum board with drywall screws as recommended by the gypsum board manufacturer. Drive the required screws with clutch-controlled power screwdrivers. Provide fasteners in gypsum panels according to referenced gypsum board application and finishing standard, manufacturer's written recommendations, and as required for fire-resistance-rated assembly. Maximum spacing shall be as follows:

   a. Maximum fastener spacing for abuse resistant gypsum board: 8" o.c., except where 12 inches o.c. is recommended by panel manufacturer.

   b. Maximum fastener spacing for other panels: 8 inches o.c.

B. Panel Application

1. Single layer application on walls/partitions: install the gypsum board to studs at right angles to the furring or framing members, unless otherwise required for fire-resistance-rated assembly, minimizing end joints. Stagger abutting end joints not less than one framing member in alternate courses of board.

2. Multilayer application on partitions/walls: Apply board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.

3. Make end and edge joints, where required, over furring or framing members. Position boards so that like edges abut, with tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place

tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

4. Cover both faces of steel stud partition framing with wallboard as indicated on the Drawings (including above ceilings).

5. Multilayer Fastening Methods: fasten base layers and face layers separately to supports with screws unless otherwise indicated or required by fire-resistance-rated assembly.

C. Finishing and Joint Treatment

1. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

2. Prefill open joints and damaged surface areas.

3. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

4. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C840 and as indicated, for locations as follows:

   a. Exposed locations

      ASTM C840 - Level 5, with finished surfaces completely flat and uniform, with no visible irregularities or imperfections: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface at panel and trim surfaces that will be exposed to view.

5. Outside Corners

   a. Install corner bead fitting neatly over the corner and apply compound to both sides of corner.

   b. Treat the corner with joint compound as recommended by accessory manufacturer, allowing compound to dry between coats. Final coat shall completely cover corner.

6. Inside Corners

Treat as specified for joints, except that the reinforcing tape shall be folded lengthwise through the middle and fitted neatly into corner.

7. Properly prepare surfaces to receive paint.

D. Other Trim

1. General: The Drawings do not purport to show all locations and all requirements for trim in connection with the Work of this Section. Carefully study the Drawings and the installation; provide in place all trim normally recommended by the manufacturer of the gypsum board used.

2. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide type with face flange to receive joint compound, except where semi-finished type is shown on the Drawings.

3. Installation: Install the trim in strict accordance with the manufacturer's recommended methods of installation.

3.05 CLEAN UP AND PROTECTION

A. In addition to the requirements of these Specifications, use all necessary care during execution of this portion of the Work to prevent scattering of gypsum board scraps and dust and to prevent tracking of joint and finishing compound onto floor surfaces. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scraps, debris and surplus material of this Section.

END OF SECTION 09 26 00

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SECTION 09 91 00 PAINTING

PART 1 – GENERAL

1.01 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
5. The Contract [City of New York Standard Construction Contract]

1.02 DESCRIPTION OF WORK

A. This Section includes, but is not limited to, surface preparation, shop and field painting of the following:

1. New and Existing exterior steel items. To include but not limited to:

a. Duct supports.
b. Dunnage.
c. Pipes.
d. Vents.
e. Ladders.
f. Railings.

2. Steel Doors and Frames

3. Interior painting repairs at plaster walls (typically at new window/door locations)

1.03 REFERENCES

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. Federal Specifications (FS)

2. Occupational Safety and Health Administration (OSHA)

3. Steel Structures Painting Council (SSPC)

4. American Society of Testing and Materials (ASTM)

1.04 SUBMITTALS

A. Product Data

Provide manufacturers' product literature for all materials specified and material manufacturer's printed directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, storage and VOC content, as applicable for each of the materials specified.

B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

1. Include manufacturer's full range of color and finish options if additional selection is required

C. Quality Assurance

1. Certification that materials for each system are obtained from a single manufacturer.

2. Certification that Work shall be performed by personnel with a minimum of three years experience who meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).

3. Certification that material meets or exceeds the performance requirements of Federal Specifications.

4. Certification that materials comply with regulations for Volatile Organic Compounds.

D. Guarantee

Provide Guarantee per Article 1.08.

1.05 QUALITY ASSURANCE

A. General

1. All painting materials shall arrive at the job ready-mixed.

2. Remove all rejected materials from the premises immediately.

3. All thinning and tinting materials shall be as recommended by the manufacturer. Generally, all paints shall not require additional thinning.

4. Verify that the specified shop prime paint for each applicable item in this Project is compatible with the total coating system, prior to application.

5. Materials selected for each system type shall be products of a single manufacturer.

6. In existing building locations, repair of existing base surface is to be approved prior to commencement of painting.

B. Qualifications

1. Work of this Section shall be performed by personnel with a minimum of three years experience in performing this type of Work.

2. The Contractor shall ensure that all employees meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).

C. Regulatory Requirements

1. Steel Structures Painting Council (SSPC).

2. U.S. Department of Labor, Occupational Safety and Health Administration, Construction Industry Standards (latest).

3. Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 (Lead In Construction Standard).

D. Mock-Ups: Provide 4 foot x 4 foot mock-ups of each type of surface.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery

Deliver materials to the site in original, unopened containers bearing manufacturers name and label containing the following information:

1. Product name or title of material

2. Manufacturer's stock number, batch number, VOC content in grams per liter and date of manufacture.

3. Manufacturer's name

4. Federal Specification number, if applicable.

5. Federal regulations for amount of lead in paint (less the 0.06% lead in non-volatile ingredients)

6. Contents by volume for major pigment and vehicle constitutions

7. Thinning instructions

8. Application instructions

9. Color name and number

B. Storage

1. The Commissioner will designate space on premises for storage of materials. Contractor shall restrict storage in this area to paint materials and related equipment, and provide the following:

a. Provide one (1) approved chemical dry fire extinguisher equal to 20 lb. CO_2 rating in all assigned rooms or locations where painting materials are stored. Fire extinguisher shall bear the label of the National Board of Fire Underwriters and tag of most recent inspection.

b. Provide three (3) standard size red fire pails with clean sand in above locations. At the completion of project, fire extinguishers and pails shall become property of Contractor.

2. Maintain storage area in clean condition, store materials not in use in tightly covered containers. Remove oily rags, waste and empty containers from site each night.

3. Provide the Commissioner with one key for each space if spaces are to be kept locked when not in use.

4. Protect all materials from freezing.

1.07 PROJECT CONDITIONS

A. Environmental Requirements

1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.

2. Do not apply finish in areas where dust is being generated or will be generated while the material is drying.

3. Provide paint and coating products to comply with applicable environmental regulations, VOC requirements and local authorities.

4. The Contractor shall ensure that all requirements of OSHA 29 CFR 1926.62 (Lead in Construction Standard) are adhered to during the project. In addition, the Contractor shall ensure that proper work area protection and clean-up procedures (as described in this Section) are strictly adhered to during all phases on the project.

1.08 GUARANTEES

A. Adherence of workmanship and materials to Specifications requirements shall be maintained for the one year guarantee period. These requirements shall include the following:

1. There shall be no evidence of blistering, peeling, crazing, alligatoring, streaking, staining, or chalking.

2. Dirt shall be removed without blemishing the finish by washing with mild soap and water.

3. Colors of surfaces shall remain free from serious fading; the variation, if any, shall be uniform.

B. Correct all defects, appearing within the guarantee period, by removal of the defective work and replacement as directed.

C. All corrective measures shall be the Contractor's responsibility, and shall be made at no extra cost to the City of New York. The requirements set forth in Part 3 of these Specifications shall be strictly adhered to.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Benjamin Moore and Co.

B. Carboline

C. The Sherwin-Williams Co.

D. PPG

E. Pratt and Lambert

F. Or approved equal

2.02 MATERIALS

A. Provide products which meet all VOC requirements for applications outlined herein.

B. Provide products which meet all Federal regulations for amount of lead in paint (less than 0.06% lead in non-volatile ingredients).

C. Use only thinners approved by paint manufacturers for applications intended and use only within recommended limits.

D. Miscellaneous Standards and Requirements

1. Turpentine: ASTM D13.

2. Mineral Spirits (Petroleum Paint Thinner): FS TT-T-29

3. Cleaning Solvents: Low toxicity; flash point in excess of 100°F.

4. Polyester Filler: Polyester resin base autobody filler or approved equal standard weight or finishing grade required by conditions; Marson's "White Lightning" and "Topcoat." Or approved equal.

5. Color Pigments: Pure, non-fading, finely ground pigments, at least 99 percent passing a 325 mesh sieve. Color pigments that are to be used on masonry and concrete shall be lime proof - FS-TT-P-381.

2.03 INTERIOR PAINTING SYSTEMS

A. Interior Plaster walls: New and existing.

1. Semi-Gloss Finish:

1st Coat - Vinyl Acrylic Latex Primer Sealer	-- 1.0 Mils DFT
2nd & 3rd Coats - Semi-Gloss Vinyl Acrylic Latex Enamel	-- 1.3 Mils DFT Each Cpat

2.04 EXTERIOR PAINTING

A. All metal and galvanized or zinc metallized steel items shall be coated with the following paint system:

Primer Manufacturer's Product	Top Coat Manufacturer's Product
Epoxy Primer Carboline Carboguard 888 Aliphatic	CarbolineCarbothane 134HG
PPG PMC, Amercoat 385 Polyurethane	PPG PMC Amercoat 450 H
SW Macropoxy 646 Gloss	SW Acrolon 218 HS B65-600
4.0 Mils DFT	2 coats at 4.0 Mils DFT Each

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

1. The application of painter's finish to any surface shall be taken to indicate that the Contractor considers such surfaces suitable for a first-class finish.

2. Do not apply painter's finish in any locations until the Work of other trades that might damage the new finish is completed.

3. Notify the Commissioner in writing regarding Work by others that does not provide a suitable surface for the new finish.

4. In case of dispute regarding the suitability of any surface, the Commissioner's decision shall be final and conclusive upon all concerned.

5. Contractor shall check the compatibility of previously painted surface with the new coating by applying a test panel 4 foot wide x wall height. Allow test panel to dry thoroughly; verify proper adhesion before proceeding with painting Work.

3.02 PREPARATION AND APPLICATION

A. Protection

Cover or otherwise protect finished Work of other trades and surfaces not to be painted concurrently or not to be painted.

B. Surface Preparation

1. Perform preparation and cleaning procedures in accordance with the paint manufacturer's instructions and as specified.

a. Sand bare spots and abraded areas of shop primed and previously painted surfaces. Where paint is missing or removed, sand surrounding edges of sound paint film so edges of existing paint do not show through the finished system.

b. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to other cleaning procedures. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

2. Ferrous Metals

   a. Remove dirt and grease with cleaning solvents that will not affect shop prime coat. Wipe off with clean cloths.

   b. Remove rust, mill scale and defective paint down to bare metal, using scraper, sandpaper, or wire brush. Grind if necessary to remove shoulders at edge of sound paint to prevent flaws from photographing finish coats.

3. Galvanized Metal

   a. Remove dust and oil with mineral spirits and wipe dry with clean cloth. Repair welded and abraded surfaces with a 2 mil (dry) minimum thick coating of cold galvanizing compound in conformance with ASTM A780; comply with manufacturer's application instructions.

   b. For hot-dipped galvanized surfaces, allow 6 months of weathering prior to cleaning specified in a. above. Immediately before painting, roughen surface with course sandpaper. Zinc metallized surfaces do not require sanding.

4. Gypsum Board: Fill cracks and other blemishes with spackling or patching compound and sand smooth.

5. Concrete Unit Masonry: Prepare cementitious surfaces by removing efflorescence, chalk, dust, grease and oils. Mortar shall be cured as recommended by paint manufacturer.

C. Materials Preparation

1. Mix and prepare painting materials in accordance with the manufacturer's directions.

2. Stir materials before and during application to produce and maintain a mixture of uniform density. Do not stir any film that may form on the surface of materials into the material; remove the film and strain the material before using.

3. Thinning: Use only thinners recommended by the paint manufacturer and use only within the recommended or specified limits.

3.03 APPLICATION

A. General

1. Apply paint materials to produce smooth finished surfaces, free of brush or roller marks, drops, runs, or sags.

2. Paint materials shall be kept at a proper and uniform consistency.

3. Thin only when necessary to achieve best results.

4. Thinners shall be material recommended by manufacturer of paint, and in quantity as recommended.

5. Excessive use of thinner as indicated by variation in absorption, lack of "hide", thickness of dry film, mottled or streaky coat, shall be cause for rejection. Correct as directed.

6. Apply all coats with brush or roller (spraying will not be permitted) varying slightly the color of succeeding coats.

7. Brush out or roll on first or prime coat; work well into surface.

8. Each coat shall be inspected, approved and dry before proceeding with additional coats.

9. The surfaces of metals shall be sanded or rubbed between coats to assure smooth finish and proper adhesion of subsequent coats.

3.04 FIELD QUALITY CONTROL

A. The City of New York reserves the right to require the following material testing procedures at any time, and any number of times during period of field painting:

1. Measurement of dry film thickness (DFT) by use of a dry film thickness gauge in accordance with use and calibration requirements of Structural Steel Painting Council [SSPC], "Method of Measurement of Dry Paint Thickness with Magnetic Gauges".

2. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to construction site will be taken, identified and sealed, and certified in presence of Contractor.

3. Testing laboratory will perform appropriate tests for any or all of the following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.

4. If test results show that material being used does not comply with specified requirements, Contractor shall be directed to stop painting Work, and remove non-complying paint; repaint surfaces coated with rejected paint; remove rejected

paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

a. If the samples do not comply with requirements of the Specifications, costs of testing and remediation of rejected work shall be borne by Contractor.

b. If the tests find that the samples do not comply with the requirements of the Specifications, the cost of the testing will be borne by the Contractor.

3.05 CLEANING

A. General

Contractor shall clean-up behind each paint crew such that painting and clean-up will be a continuous uninterrupted operation. The practice of one general clean-up after completion of all painting will be strictly prohibited. This clean-up will include, but not be limited to the following:

1. Remove spots or defacement resulting from Work of this Section.

2. Retouch all damaged surfaces to leave Work in perfect finished condition.

3. If spots or defacement cannot be satisfactorily removed and retouched, re-finish the surfaces as directed.

4. Remove from premises all surplus paint materials, debris and any other rubbish resulting from the Work.

5. Leave storage space clean and in condition required for equivalent spaces in project.

3.06 PROTECTION

A. Provide caution tape and/or locked entryways during paint removal activities in existing buildings to prevent access to the work area from unauthorized personnel.

B. Provide "Wet Paint" signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their Work after completion of painting operations.

C. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces as directed by the Commissioner.

END OF SECTION 09 91 00

SECTION 220500 - COMMON WORK RESULTS FOR PLUMBING

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Mechanical sleeve seals.
3. Sleeves.
4. Escutcheons.
5. Grout.
6. Plumbing demolition.
7. Equipment installation requirements common to equipment sections.
8. Painting and finishing.
9. Concrete bases.
10. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

C. Coordinated Drawings.

D. As-built Record Drawings.

E. Record Files.

F. Layout (Shop) Drawings:

1. Prepare layout shop drawings for all areas.

G. From the layout drawings, prepare and submit Coordinated Drawings as herein specified below.

H. Coordinated Drawings:
1. This Contractor shall prepare coordinated drawings which shall show work of all trades including, but not limited to:
   a. Items noted in the Addendum to the General Conditions.
   b. Mechanical Equipment.

I. As-built (Record) Drawings:
1. Provide after installation is complete. Final signoff and acceptance will not occur prior to submission of As-built drawings to Commissioner.
2. Indicate as-built conditions and all revisions that occurred subsequent to "Coordinated Drawings" submittal, fully illustrating all revisions made by all trades in the course of work.

3. Dimension physical locations of ductwork, and piping with reference elevations and distances above finished roof, below beams, and from wall (parapet) faces, and from column lines.
4. Indicate all equipment sizes and capacities and tag numbers.
5. Provide drawing on reproducible CADD mylar.
6. These drawings shall be for as-built record purposes for the Commissioner's use and are not considered shop drawings.

J. Record Files:
1. Provide 5 (five) electronic file copies of the As-built CADD drawings in the media (CDROM, Disks, Tape, etc.) of Commissioner's choice.
2. Include hard copy and electronic copy of file naming convention, layering standards, drawing index and file descriptions.

3. Electronic files shall be modifiable and shall include all associated referenced background files.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces.

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual Division 22 piping Sections for special joining materials.

2.3 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

1. Manufacturers:

a. Capitol Manufacturing Co.
b. Central Plastics Company.
c. Eclipse, Inc.
d. Epco Sales, Inc.
e. Hart Industries, International, Inc.
f. Watts Industries, Inc.; Water Products Div.
g. Zurn Industries, Inc.; Wilkins Div.
h. Or approved equal

2.4 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

1. Manufacturers:

a. Advance Products & Systems, Inc.
b. Calpico, Inc.
c. Metraflex Co.
d. Pipeline Seal and Insulator, Inc.

e. Or approved equal

2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Carbon steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

1. Underdeck Clamp: Clamping ring with set screws.

2.6 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

B. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.

C. Split-Plate, Stamped-Steel Type: With exposed-rivet hinge, set screw or spring clips, and chrome-plated finish.

D. One-Piece, Floor-Plate Type: Cast-iron floor plate.

2.7 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

A. Refer to DDC General Conditions and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.

B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install piping to allow application of insulation.

J. Select system components with pressure rating equal to or greater than system operating pressure.

K. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:

1. New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
b. Insulated Piping: One-piece, stamped-steel type with spring clips.

c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
d. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
e. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
f. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

2. Existing Piping: Use the following:
   a. Insulated Piping: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and spring clips.
   b. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
   c. Bare Piping at Floor Penetrations in Equipment Rooms: Split-casting, floor-plate type.

L. Sleeves are not required for core-drilled holes.

M. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

N. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

   a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:

   a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
   b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
   c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.

      1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

O. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.

3.3 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

3.4 PAINTING

A. Painting of plumbing systems, equipment, and components is specified in Division 09 Sections Painting.

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 05 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor plumbing materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.6 GROUTING

A. Clean surfaces that will come into contact with grout.

B. Provide forms as required for placement of grout.

C. Avoid air entrapment during placement of grout.

D. Place grout around anchors.

E. Cure placed grout.

END OF SECTION 220500

SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following hangers and supports for plumbing system piping and equipment:

1. Steel pipe hangers and supports.
2. Fastener systems.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for The Valve and Fittings Industry Inc.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 SUBMITTALS

A. Product Data: For the following:

1. Steel pipe hangers and supports.

B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:

1. Pipe hangers. Include Product Data for components.

C. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

B. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.4, "Structural Welding Code--Reinforcing Steel."

PART 2 - PRODUCTS

2.1 STEEL PIPE HANGERS AND SUPPORTS

A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.

B. Manufacturers:

1. AAA Technology & Specialties Co., Inc.
2. Anvil International.
3. Bergen-Power Pipe Supports.
4. B-Line Systems, Inc.; a division of Cooper Industries.
5. Carpenter & Paterson, Inc.
6. Empire Industries, Inc.
7. ERICO/Michigan Hanger Co.
8. Globe Pipe Hanger Products, Inc.
9. Grinnell Corp.
10. GS Metals Corp.
11. National Pipe Hanger Corporation.
12. PHD Manufacturing, Inc.
13. PHS Industries, Inc.
14. Piping Technology & Products, Inc.
15. PSI Corp.
16. Tolco Inc.
17. Or approved equal

C. Galvanized, Metallic Coatings: Pregalvanized or hot dipped.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

E. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.2 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use padded hangers for piping that is subject to scratching.

F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
2. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8.

G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.

H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.

3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

I. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.

   a. Inserts shall be steel, slotted type and factory-painted.

      1) Single rod shall be equal to Anvil International Fig. 281.
      2) Multi-rod shall be equal to Carpenter Patterson with end caps and closure strips.
      3) Clip form nails flush with inserts.
      4) Maximum loading including pipe, contents and covering shall not exceed 75% of rated insert capability.

2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb.
    b. Medium (MSS Type 32): 1500 lb.

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

J. Use mechanical-expansion anchors instead of building attachments where required in concrete construction.

3.2 HANGER AND SUPPORT INSTALLATION

A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

C. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

D. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

E. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

F. Install lateral bracing with pipe hangers and supports to prevent swaying.

G. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

H. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

I. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9 (for building services piping) are not exceeded.

J. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.

   a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
   b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.

2. Shield Dimensions for Pipe: Not less than the following:
   a. NPS 4: 12 inches long and 0.06 inch thick.
   b. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.

3. Insert Material: Length at least as long as protective shield.
4. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

K. Suspended Horizontal Piping:

1. Support piping independently from structure using heavy iron-hinged type hangers, equal to Anvil International Clevis No. 260.
2. Provide electroplated solid-band hangers equal to Auto-Grip, for 2-inch and smaller pipe.
3. Provide wall brackets for wall-supported piping, and furnish pipe saddles for floor-mounted piping.
4. Suspend piping from inserts or expansion anchors, using beam clips, steel fish plates, cantilever brackets or other accepted means. Beam clips shall be equal to Anvil International Figures 14, 87, or 134.
5. Suspend piping by rods with double nuts.

3.3 EQUIPMENT SUPPORTS

A. Provide corrosion resistant mounting systems when exposed to the elements and other corrosive environments. Provide hot dip galvanized metal parts of mountings (except springs and hardware). Provide cadmium-plated and neoprene-coated springs and cadmium-plated nuts and bolts.

3.4 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.5 PAINTING

A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touch Up: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 Painting Sections.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

D. Dip in epoxy primer, uncoated hangers, supports, rods, and inserts.

E. Epoxy primer shall be Sherwin Williams MIL-P53022B, or approved equal.

END OF SECTION 220529

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SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:
1. Pipe labels.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For color, letter style, and graphic representation required for each identification material and device.

1.4 QUALITY ASSURANCE

A. Comply with local building code.

1.5 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPE LABELS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Seton Nameplate Corp. or an equal product by one of the following.
   1. Compliance Signs.
   2. Brady.

B. Description:
   1. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
   2. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
      a. Factory fabricated, snap-on type pipe markers every 10 feet indicating system and direction of flow. The pipe markers shall be the weather-proof plastic type and shall not be used where surface temperature exceeds 160 deg F.
      b. Pipe markers shall be equal to the following types:
         1) Smaller than 6 inch: Setmark SNA, completely encircling pipe.
         2) 6 inch and larger: Setmark STR, stainless steel spring fasteners.
         3) Adhesive type markers will not be permitted.
   3. Pipe Label Contents: Include identification of piping service using same designations as stated herein, pipe size, and an arrow indicating flow direction.
      a. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
      b. Lettering Size: At least 1-1/2 inches high.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 PIPE LABEL INSTALLATION

A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
   1. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
   2. At access doors, access hatches, and similar access points that permit view of concealed piping.
   3. Spaced at maximum intervals of 20 feet. Pipe identification text shall be repeated at maximum intervals of 25 feet (7620 mm) and at each point where the piping passes through a wall, floor or roof.

4. Where removable ceiling tiles are provided, install buttons, tabs, or markers to identify location of concealed work and/or valves. Submit for review.
5. Identification shall include the contents of the piping system and an arrow indicating the direction of flow.
6. The size of the background color field and lettering shall be as follows:

Pipe Diameter	Length Background Color Field (Inches)	Size of Letters (Inches)
2½ to 6	12	1.25
8 to 10	24	25

B. Pipe Label Designations & Color Coding:

DESIGNATION	BACKGROUND	TEXT
Storm Water	Black	White
Natural Gas	Yellow	Black

END OF SECTION 220553

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SECTION 220700 - PLUMBING INSULATION

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Insulation Materials:
   a. Cellular glass.
   b. Mineral fiber.
2. Insulating cements.
3. Adhesives.
4. Mastics.
5. Lagging adhesives.
6. Sealants.
7. Factory-applied jackets.
8. Field-applied fabric-reinforcing mesh.
9. Field-applied cloths.
10. Tapes.
11. Securements.
12. Corner angles.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

B. Shop Drawings:

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at pipe expansion joints for each type of insulation.
3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
4. Detail removable insulation at piping specialties, equipment connections, and access panels.
5. Detail application of field-applied jackets.

C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:

1. Sample Sizes:

a. Preformed Pipe Insulation Materials: 12 inches long by NPS 2.
b. Sheet Form Insulation Materials: 12 inches square.
c. Jacket Materials for Pipe: 12 inches long by NPS 2.
d. Sheet Jacket Materials: 12 inches square.
e. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

D. Qualification Data: For qualified Installer.

E. Material Test Reports: From a qualified testing agency acceptable to City of New York indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

F. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have been properly trained by the Department of Labor, Bureau of Apprenticeship and Training.

B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to City of New York. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

C. Mockups: Before installing insulation, build mockups for each type of insulation and finish listed below to demonstrate quality of insulation application and finishes. Build mockups in the location indicated or, if not indicated, as directed by Commissioner. Use materials indicated for the completed Work.

1. Piping Mockups:

   a. One 10-foot section of NPS 2 straight pipe.

2. For each mockup, fabricate cutaway sections to allow observation of application details for insulation materials, adhesives, mastics, attachments, and jackets.
3. Notify Commissioner seven days in advance of dates and times when mockups will be constructed.
4. Obtain Commissioner's approval of mockups before starting insulation application.
5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 22 Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Cell-U-Foam Corporation; Ultra-CUF.
   b. Pittsburgh Corning Corporation; Foamglas Super K.
   c. SPI
   d. Or approved equal

2. Block Insulation: ASTM C 552, Type I.
3. Special-Shaped Insulation: ASTM C 552, Type III.
4. Board Insulation: ASTM C 552, Type IV.
5. Preformed Pipe Insulation without Jacket: Comply with ASTM C 552, Type II, Class 1.
6. Preformed Pipe Insulation with Factory-Applied ASJ: Comply with ASTM C 552, Type II, Class 2.
7. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.

G. Mineral-Fiber, Preformed Pipe Insulation:

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Fibrex Insulations Inc.; Coreplus 1200.
   b. Johns Manville; Micro-Lok.
   c. Knauf Insulation; 1000(Pipe Insulation.
   d. Manson Insulation Inc.; Alley-K.
   e. Owens Corning; Fiberglas Pipe Insulation.
   f. Or approved equal

2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 INSULATING CEMENTS

A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Insulco, Division of MFS, Inc.; Triple I.
b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.
c. CalCoat – Johns Manville
d. Or approved equal

B. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Insulco, Division of MFS, Inc.; SmoothKote.
b. P. K. Insulation Mfg. Co., Inc.; PK No. 127, and Quik-Cote.
c. Rock Wool Manufacturing Company; Delta One Shot.
d. Or approved equal

2.3 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass, Phenolic, Polyisocyanurate, and Polystyrene Adhesive: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-96.
b. Foster Products Corporation, H. B. Fuller Company; 81-33.
c. Mon-Eco Industries
d. Or approved equal

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-82.
b. Foster Products Corporation, H. B. Fuller Company; 85-20.
c. ITW TACC, Division of Illinois Tool Works; S-90/80.
d. Marathon Industries, Inc.; 225.
e. Mon-Eco Industries, Inc.; 22-25.
f. Or approved equal

2. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-82.
b. Foster Products Corporation, H. B. Fuller Company; 85-20.
c. ITW TACC, Division of Illinois Tool Works; S-90/80.
d. Marathon Industries, Inc.; 225.
e. Mon-Eco Industries, Inc.; 22-25.
f. Or approved equal

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

E. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Dow Chemical Company (The); 739, Dow Silicone.
b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
c. P.I.C. Plastics, Inc.; Welding Adhesive.
d. Speedline Corporation; Speedline Vinyl Adhesive.
e. Or approved equal

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.

B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-35.
b. Foster Products Corporation, H. B. Fuller Company; 30-90.
c. ITW TACC, Division of Illinois Tool Works; CB-50.
d. Marathon Industries, Inc.; 590.
e. Mon-Eco Industries, Inc.; 55-40.
f. Vimasco Corporation; 749.
g. Or approved equal

2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
5. Color: White.

2.5 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A, and shall be compatible with insulation materials, jackets, and substrates.

1. For indoor applications, use lagging adhesives that have a VOC content of 26 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-52.
b. Foster Products Corporation, H. B. Fuller Company; 81-42.
c. Marathon Industries, Inc.; 130.
d. Mon-Eco Industries, Inc.; 11-30.
e. Vimasco Corporation; 136.
f. Or approved equal

3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over equipment and pipe insulation.
4. Service Temperature Range: Minus 50 to plus 180 deg F.
5. Color: White.

2.6 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass, Phenolic, and Polyisocyanurate Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-76.
b. Foster Products Corporation, H. B. Fuller Company; 30-45.
c. Marathon Industries, Inc.; 405.
d. Mon-Eco Industries, Inc.; 44-05.
e. Pittsburgh Corning Corporation; Pittseal 444.

f. Vimasco Corporation; 750.
g. Or approved equal

B. ASJ Flashing Sealants and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; CP-76.
b. MM Systems Corp.
c. Marathon Industries, Inc.
d. Mon-Eco Industries, Inc.
e. Vimasco Corporation
f. Or approved equal

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.
6. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.7 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.

2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Glass-Fiber Fabric for Pipe Insulation: Approximately 2 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. inch for covering pipe and pipe fittings.

1. Products: Subject to compliance with requirements, provide the following:

a. Vimasco Corporation; Elastafab 894.
b. Childers Brand, of H. B. Fuller Company; Chil-Glas No.5.
c. US Composites
d. Coastal Construction products
e. Or approved equal

2.9 FIELD-APPLIED CLOTHS

A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd..

1. Products: Subject to compliance with requirements, provide the following:

   a. Alpha Associates, Inc.; Alpha-Maritex 84215 and 84217/9485RW, Luben 59.
   b. US Composites
   c. Coastal Construction products
   d. Or approved equal

2.10 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
   b. Compac Corp.; 104 and 105.
   c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
   d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
   e. Or approved equal

2. Width: 3 inches.
3. Thickness: 11.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
   b. Compac Corp.; 120.
   c. Ideal Tape Co., Inc., an American Biltrite Company; 488 AWF.
   d. Venture Tape; 3520 CW.
   e. Or approved equal

2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.11 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Childers Products; Bands.
   b. PABCO Metals Corporation; Bands.
   c. RPR Products, Inc.; Bands.
   d. Or approved equal

2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 1/2 inch wide with wing or closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing or closed seal.
4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.
5. Copper clad annealed steel wire having a minimum 16 gauge thickness.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- diameter shank, length to suit depth of insulation indicated.

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) AGM Industries, Inc.; CWP-1.
      2) GEMCO; CD.
      3) Midwest Fasteners, Inc.; CD.
      4) Nelson Stud Welding; TPA, TPC, and TPS.
      5) Or approved equal

2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) AGM Industries, Inc.; CWP-1.
      2) GEMCO; Cupped Head Weld Pin.
      3) Midwest Fasteners, Inc.; Cupped Head.
      4) Nelson Stud Welding; CHP.
      5) Or approved equal

3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.

2) GEMCO; Perforated Base.
3) Midwest Fasteners, Inc.; Spindle.
4) Or approved equal

b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
c. Spindle: Aluminum, fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

D. Wire: 0.080-inch nickel-copper alloy; 0.062-inch soft-annealed, galvanized steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. C & F Wire.
b. Childers Products.
c. PABCO Metals Corporation.
d. RPR Products, Inc.
e. Or approved equal

2.12 CORNER ANGLES

A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105 or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.

1. Verify that systems and equipment to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:

1. Stainless Steel: Coat 300 series stainless steel with an epoxy primer 5 mils thick and an epoxy finish 5 mils thick if operating in a temperature range between 140 and 300 deg F. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
2. Carbon Steel: Coat carbon steel operating at a service temperature between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.

C. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.

D. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Replace normal insulation inside hanger shields with incompressible insulating block equal to Schuller T-12 Gold inside jacket. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

    a. For below ambient services (i.e. cold water, chilled water, insulated storm water, and other frost protected services), apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

1. Comply with requirements in Division 07 Section "Penetration Firestopping" firestopping and fire-resistive joint sealers.

3.5 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings:

1. Install insulation over fittings and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.

3.6 CELLULAR-GLASS INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

3.7 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

3.8 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
2. Embed glass cloth between two 0.062-inch- thick coats of lagging adhesive.
3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.9 FINISHES

A. Equipment and Pipe Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 09 painting Sections.

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Color: Final color as selected by the Commissioner. Vary first and second coats to allow visual inspection of the completed Work.

C. Do not field paint aluminum or stainless-steel jackets.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Inspect field-insulated equipment, randomly selected by Commissioner, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.
2. Inspect pipe and fittings, randomly selected by the Commissioner, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three locations of straight pipe.

D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.11 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Soundproof piping in walls and ceilings of as noted for insulation on respective service, except with a minimum 2 inch thick fiberglass, or as recommended by an acoustical consultant retained by contractor.

3.12 INDOOR PIPING INSULATION SCHEDULE

A. Stormwater:

1. All Pipe Sizes: Insulation shall be one of the following:

a. Cellular Glass: 1-1/2 inches thick.
b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

B. Roof Drain Bodies:

1. All Pipe Sizes: Insulation shall be one of the following:

a. Cellular Glass: 1-1/2 inches thick.
b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

END OF SECTION 220700

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SECTION 221413 - FACILITY STORM DRAINAGE PIPING

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following storm drainage piping inside the building:

1. Pipe, tube, and fittings.

1.3 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working-pressure, unless otherwise indicated:

1. Storm Drainage Piping: 10-foot head of water.

B. Seismic Performance: Soil, waste, and vent piping and support and installation shall be capable of withstanding the effects of seismic events determined according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures."

1.4 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Shop Drawings:

1. Design Calculations: Signed and sealed by a qualified professional engineer for selecting seismic restraints.

C. Field quality-control inspection and test reports.

1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic drain piping and "NSF-sewer" for plastic sewer piping.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

2.2 HUBLESS CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 888 or CISPI 301.

B. Shielded Couplings: ASTM C 1277 assembly of metal shield or housing, corrosion-resistant fasteners, and rubber sleeve with integral, center pipe stop.

1. Standard, Shielded, Stainless-Steel Couplings: CISPI 310, with stainless-steel corrugated shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve.

a. Manufacturers:

1) ANACO.
2) Fernco, Inc.
3) Ideal Div.; Stant Corp.
4) Mission Rubber Co.
5) Tyler Pipe; Soil Pipe Div.
6) Or approved equal

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

A. Flanges and unions may be used on aboveground pressure piping, unless otherwise indicated.

B. Aboveground storm drainage piping NPS 6 and smaller shall be the following:
1. Hubless cast-iron soil pipe and fittings; standard, shielded, stainless-steel couplings; and coupled joints.

3.2 PIPING INSTALLATION

A. Basic piping installation requirements are specified in Division 22 Section 220500 "Common Work Results for Plumbing."

B. Install seismic restraints on piping.

C. Install cleanouts at grade and extend to where building storm drains connect to building storm sewers. Cleanouts are specified in Division 22 Section 221423 "Storm Drainage Piping Specialties."

D. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

E. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

F. Install storm drainage piping at the following minimum slopes, unless otherwise indicated:
1. Horizontal Storm-Drainage Piping: 1 percent downward in direction of flow.

G. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

H. Hubless piping shall be installed in a rigid, linear and plumb system without any deflection at the joints either horizontally or vertically. The system shall be supported and secured to the building structure to prevent movement induced by a ten-foot head of water and its associated thrust forces.

1. When horizontal hubless CI piping is suspended in excess of 18 inch by means of non-rigid hangers, provide sway bracing to prevent horizontal movement.
2. For all horizontal hubless CI piping 5-inch and larger, provide sway bracing to prevent horizontal movement at every branch opening and change of direction by securing to building structure, or provide pipe clamps and rodding across coupling.

3.3 JOINT CONSTRUCTION

A. Basic piping joint construction requirements are specified in Division 22 Section "Common Work Results for Plumbing."

B. Hubless Cast-Iron Soil Piping Coupled Joints: Join according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.

3.4 HANGER AND SUPPORT INSTALLATION

A. Seismic-restraint devices are specified in Division 22 Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

B. Pipe hangers and supports are specified in Division 22 Section 220529 "Hangers and Supports for Plumbing Piping and Equipment." Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:
    a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
    b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
    c. Longer Than 100 Feet, if Indicated: MSS Type 49, spring cushion rolls.
3. Base of Vertical Piping: MSS Type 52, spring hangers.

C. Install supports according to Division 22 Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."

D. Support vertical piping and tubing at base and at each floor.

E. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch minimum rods.

F. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 3: 60 inches with 1/2-inch rod.

G. Install supports for vertical cast-iron soil piping every 15 feet.

3.5 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect storm drainage piping to roof drains and storm drainage specialties.

3.6 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Test Procedure: Test storm drainage piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
5. Prepare reports for tests and required corrective action.

3.7 CLEANING

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION 221413

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SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following storm drainage piping specialties:
1. Cleanouts.
2. Through-penetration firestop assemblies.
3. Roof drains.
4. Flashing materials.

B. Related Sections include the following:

1. Division 22 Section 221413 "Facility Storm Drainage Piping."

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

1.5 COORDINATION

A. Coordinate size and location of roof penetrations.

PART 2 - PRODUCTS

2.1 CLEANOUTS

A. Exposed Metal Cleanouts: CO:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Josam Company; Josam Div.
b. MIFAB, Inc.
c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
d. Tyler Pipe; Wade Div.
e. Watts Drainage Products Inc.
f. Zurn Plumbing Products Group; Specification Drainage Operation.
g. Or approved equal

2. Standard: ASME A112.36.2M for cast iron for cleanout test tee.
3. Size: Same as connected drainage piping
4. Body Material: Hubless, cast-iron soil pipe test tee as required to match connected piping.
5. Closure: Countersunk, cast-iron plug.
6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
7. Closure: Stainless-steel plug with seal.

2.2 THROUGH-PENETRATION FIRESTOP ASSEMBLIES

A. Through-Penetration Firestop Assemblies:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ProSet Systems Inc.
b. Hilti.
c. 3M.
d. Or approved equal

2. Standard: UL 1479 assembly of sleeve and stack fitting with firestopping plug.
3. Size: Same as connected pipe.
4. Sleeve: Molded PVC plastic, of length to match slab thickness and with integral nailing flange on one end for installation in cast-in-place concrete slabs.
5. Stack Fitting: ASTM A 48/A 48M, gray-iron, hubless-pattern, wye branch with neoprene O-ring at base and gray-iron plug in thermal-release harness. Include PVC protective cap for plug.
6. Special Coating: Corrosion resistant on interior of fittings.

2.3 ROOF DRAINS

A. Metal Roof Drains: RD:
1. Basis-of-Design Product: Subject to compliance with requirements, provide J.R. Smith No. 1409 or a comparable product by one of the following:
   a. Josam Company; Josam Div.
   b. MIFAB, Inc.
   c. Watts Drainage Products Inc.
   d. Zurn Plumbing Products Group; Specification Drainage Operation.
   e. Or approved equal

2. Standard: ASME A112.21.2M.
3. Pattern: Roof drain.
4. Body Material: Cast iron.
5. Combination Flashing Ring and Gravel Stop: Required.
6. Outlet: Bottom.
7. Dome Material: Cast iron.
8. Extension Collars: As required.
9. Underdeck Clamp: Required.

2.4 FLASHING MATERIALS

A. Copper Sheet: ASTM B 152/B 152M, 12 oz./sq. ft. thickness.

B. Zinc-Coated Steel Sheet: ASTM A 653/A 653M, with 0.20 percent copper content and 0.04-inch minimum thickness, unless otherwise indicated. Include G90 hot-dip galvanized, mill-phosphatized finish for painting if indicated.

C. Elastic Membrane Sheet: ASTM D 4068, flexible, chlorinated polyethylene, 40-mil minimum thickness.

D. Fasteners: Metal compatible with material and substrate being fastened.

E. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

F. Solder: ASTM B 32, lead-free alloy.

G. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 22 Section "Common Work Results for Plumbing" for piping joining materials, joint construction, and basic installation requirements.

B. Install cleanouts in aboveground piping according to the following, unless otherwise indicated:

1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
2. Locate at each change in direction of piping greater than 45 degrees.
3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.
4. Locate at base of each vertical soil and waste stack.

C. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.

D. Install through-penetration firestop assemblies in plastic stacks at floor penetrations.

E. Install roof drains at low points of roof areas and where indicated according to roof membrane manufacturer's written installation instructions. Roofing materials are specified in Division 07.

1. Install roof-drain flashing collar or flange so that there will be no leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Position roof drains for easy access and maintenance.
3. Coated cast iron body roof drains with an inside caulked bottom outlet, except as noted and in accordance with ANSI A112.21.2.
4. For liquid membrane roofs, use four inch wide flange, for built up membrane roofs, a combined flashing flange and gravel stop; and, for steel or precast decks, a deck clamp.
5. Where insulation is applied over a structural roof deck, provide an extension collar with weep holes.
6. For wood construction, provide drains with flashing clamps.

F. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.

G. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6.0-lb/sq. ft., 0.0938-inch thickness or thicker. Solder joints of lead sheets 4.0-lb/sq. ft., 0.0625-inch thickness or thinner.
2. Copper Sheets: Solder joints of copper sheets.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.
3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches around specialty.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

E. Fabricate and install flashing and pans, sumps, and other drainage shapes.

3.4 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423

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SECTION 227000 – NATURAL FUEL GAS SYSTEMS - PLUMBING

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Pipes, tubes, and fittings.
2. Piping specialties.
3. Piping and tubing joining materials.
4. Valves.
5. Dielectric fittings.
6. Labeling and identification.
7. Concrete bases.
8. Gas booster.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

1.4 PERFORMANCE REQUIREMENTS

A. Minimum Operating-Pressure Ratings:

1. Piping and Valves: 125 psig minimum unless otherwise indicated.
2. Minimum Operating Pressure of Service Meter: 125 psig.

B. Natural-Gas System Pressure within Buildings: 4 inches WC to 3 psig.

1.5 SUBMITTALS

A. Shop Drawings Provide product data for each type of the following:

1. Piping
2. Fittings
3. Joints.
4. Piping specialties
5. Corrugated, stainless-steel tubing with associated components.
6. Valves. Include pressure rating, capacity, settings, and electrical connection data of selected models.
7. Supports

B. Seismic-Design Submittal: Provide for natural-gas piping and equipment indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Detail fabrication and assembly of seismic restraints.
2. Design Calculations: Calculate requirements for selecting seismic restraints.

C. Coordination Drawings: Plans and details, drawn to 3/8 scale, on which natural-gas piping is shown and coordinated with other installations, using input from installers of the items involved.

D. Site Survey: Plans, drawn to scale, on which natural-gas piping is shown and coordinated with other services and utilities.

E. Qualification Data: For qualified professional engineer.

F. Welding certificates.

G. Field quality-control reports.

H. Operation and Maintenance Data: For gas valves pressure regulators and service meters to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Refer to section 220500.

B. Reference Standards:

1. New York City Building Code 2014.
2. New York City Fuel Gas Code.
3. Consolidated Edison Company of N.Y., or local utility requirements.
4. Published Specifications' standards, tests or recommended methods of trade, industry or governmental organizations.
5. American Gas Association (AGA).

6. Compressed Gas Association (CGA).
7. Military Standard Spec. (MSS).
8. Underwriters Laboratory.
9. Steel Support Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
10. Pipe Welding Qualifications: Qualify procedures and operators according to ASME IX Boiler and Pressure Vessel Code 1980.
11. 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.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Handling Flammable Liquids: Remove and dispose of liquids from existing natural-gas piping according to requirements of City of New York.

B. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

C. Store and handle pipes and tubes having factory-applied protective coatings to avoid damaging coating, and protect from direct sunlight.

1.8 PROJECT CONDITIONS

A. Perform site survey, research public utility records, and verify existing utility locations. Contact utility-locating service for area where Project is located.

B. Interruption of Existing Natural-Gas Service: Do not interrupt natural-gas service to facilities occupied by the City of New York or others unless permitted under the following conditions and then only after arranging to provide purging and startup of natural-gas supply according to requirements indicated:

1. Notify Commissioner no fewer than 2 days in advance of proposed interruption of natural-gas service.
2. Do not proceed with interruption of natural-gas service without Commissioner's written permission.

1.9 COORDINATION

A. Coordinate sizes and locations of concrete bases with actual equipment provided.

B. Coordinate requirements for access panels and doors for valves installed concealed behind finished surfaces.

C. Provide valved gas piping for heating, ventilating and air conditioning equipment to within ten (10) feet of equipment connections.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Exterior wall sleeves:

1. Innerlinks.
2. Thunderline.
3. EJ Prescott
4. Or approved equal

B. Steel pipe and fittings:

1. Crane Co.
2. National Tube Co.
3. Republic Steel Co.
4. Allied Steel.
5. Or approved equal

C. Fittings:

1. Crane Co.
2. Tube Turn.
3. Walworth.
4. Allied Steel.
5. Or approved equal

D. Hangers and supports:

1. Anvil International.
2. Michigan Hanger (Erico).
3. PSI Corp.
4. B-Line.
5. Carpenter & Patterson, Inc.
6. Or approved equal

E. Paint:

1. Sherwin Williams.
2. Pittsburgh Plate Glass Co.
3. Pratt & Lambert.
4. Or approved equal

F. Valves:

1. Plug valves, (Gas Cocks):

a. Conbraco Industries.
b. A.Y. McDonald Mfg. Co.
c. Crane Co.
d. DeZurik Healy Co.
e. Nordstrom Valves, Inc.
f. Walworth Co.

g. Or approved equal

G. Gas Booster System

1. Eclipse by Honeywell
2. H & B Equipment, Inc.
3. High Pressure Technologies, LLC
4. Or approved equal

2.2 PIPING

A. Steel piping:

1. For low pressure 0.5 PSIG or less use standard weight black steel pipe with 150 PSIG threaded malleable iron fittings for piping 4 in. and smaller.

B. In no case shall any gas pipe be less than ¾ inch.

2.3 PIPING SPECIALTIES

A. Appliance Flexible Connectors:

1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
2. Corrugated stainless-steel tubing with polymer coating.
3. Operating-Pressure Rating: 0.5 psig.
4. End Fittings: Zinc-coated steel.
5. Threaded Ends: Comply with ASME B1.20.1.
6. Maximum Length: 72 inches.

B. 1¼ in. to 4 in. standard pipe threaded elbow with 12 x 12 mesh stainless steel screen.

1. Equal to UPSCO, Inc.

2.4 PIPE AND TUBING JOINING MATERIALS

A. Joint Compound and Tape: Suitable for natural fuel gas.

B. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

2.5 VALVES

A. Manual Shut-off Valves Inside Building

B. General Requirements for Metallic Valves, NPS 2and Smaller: Comply with ASME B16.33.

1. CWP Rating: 125 psig.
2. Threaded Ends: Comply with ASME B1.20.1.
3. Dryseal Threads on Flare Ends: Comply with ASME B1.20.3.
4. Tamperproof Feature: Locking feature for valves where required by Con. Ed.

5. Listing: Listed and labeled by an NRTL acceptable to City of New York for valves 1 inch and smaller.
6. Service Mark: Valves 1-1/4 inches to NPS 2 shall have initials "WOG" permanently marked on valve body.
7. Threaded cast iron body, 125 PSIG wog

   a. Equal to Nordstrom Fig. 114.

C. Provide 2 wrenches for each size used.

1. Attach wrench to each valve.

2.6 PACKAGED GAS BOOSTER SYSTEMS

A. The packaged gas booster system shall be a complete assembled unit designed to deliver the specified gas at ambient temperatures and humidity levels. The system shall include but not be limited to an appropriately sized gas booster blower, check valve, gas pressure switch, isolating valves, inlet and outlet piping and flange connectors, pressure gauges, and control system all mounted to a single structural mounting base, assembled, wired, and tested.

B. The packaged gas booster system shall be designed and supplied by a single manufacturer who shall assume responsibility for the adequacy of all components. The manufacturer shall perform leak and functional testing at their factory before shipment. The booster manufacturer shall be able to provide factory authorized field service assistance to the contractor for installation supervision and equipment startup. After successful system startup, the manufacturer shall provide (1) one year warranty for all system components.

C. The booster blower system shall be designed to allow continuous operation with the specified gas over the specified flow, ambient temperature, and humidity ranges. The manufacturer shall review all aspects of the installation in advance including gas piping layout, gas pressure requirements and total load requirements for the project in order to provide a properly operating gas booster system.

D. The booster system shall be standard catalog item BoostPak model series LS1515 as manufactured by Eclipse Combustion or gasPOD series by Etter Engineering or GasCube Series by Spencer Turbine or approved equal.

E. Control System

1. The control system shall be a complete unit factory built to provide safe, proper automatic operation of the gas booster blower system. The control system shall be a standard cataloged item that has been particularly designed for the booster system. The control panel shall be mounted on the base of the gas booster system and completely integrated. Primary and control voltage shall be 115/1/60. The circuitry shall also include a programmable controller for the stop and start sequencing, alarm functions and off delay timing.

2. The enclosure shall be rated for the environmental conditions and have UL and CSA listing. Internal panel components shall include but not be limited to a door interlocked disconnect with provision for padlocking, motor starter sized ac- cording to NEMA standards or at least one size larger than IEC standards, properly sized motor overload and short-circuit protection, booster on/off/automatic selector switch, alarm, alarm silence

pushbutton, adjustable time delays to eliminate booster short cycling, indicating lights with a rated life of at least 20,000 hours, DIN-rail mounted terminals, and numbered wiring.

F. Low Gas Pressure Switch

1. Wired to the gas booster control system shall be a UL wired and FM approved low inlet gas pressure switch, which shall be set to open when the gas service inlet pressure falls below 3" W.C. When the switch opens it shall de-energize the booster motor control circuit disabling the gas booster and activating both an audible and visual alarm on the face of the booster control panel. The switch shall be of the manual reset type.

2. Also wired to the gas booster control system shall be a low discharge gas pressure switch. The low discharge pressure switch shall be set to close at a pressure at least 3-4" W.C. below that of the gas booster system rated discharge pressure. When the switch closes it shall activate both an audible and visual alarm on the gas booster control panel. The switch shall be of the automatic reset type.

G. Outdoor Enclosure

1. The packaged gas booster system shall be supplied with an outdoor enclosure which shall contain and house all of the major elements of the gas booster system.

2. The enclosure shall be designed with adequate soundproofing and natural ventilation and shall be of fully weather resistant construction with a minimum of 16 gauge, fully reinforced, epoxy coated steel.

3. External inlet and discharge pipe connections through the enclosure shall be flanged to facilitate field installation. All pipe penetrations through the enclosure shall be sealed and made water tight.

4. Complete service access to the gas booster system and other gas service equipment shall be through a fully gasketed, removable and lockable side panels which may be removed without having to disassemble the roof structure.

5. The interior of the enclosure shall include an electrical service outlet, a light fixture and a power switch. The exterior of the enclosure shall include welded eye bolts for lifting and installation of the structure on a concrete pad. A polished nameplate engraved with the gas booster system model and all pertinent equipment ratings shall be affixed on the exterior to the enclosure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for natural-gas piping system to verify actual locations of piping connections before equipment installation.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Close equipment shutoff valves before turning off natural gas to premises or piping section.

B. Inspect natural-gas piping according to NFPA 54 Fuel Gas Code to determine that natural-gas utilization devices are turned off in piping section affected.

C. Comply with NFPA 54 Fuel Gas Code requirements for prevention of accidental ignition.

3.3 INSTALLATION

A. Install piping free from traps and with drain pocket consisting of nipple and cap at low points for inside building and drip pot for underground piping.

B. Install shut-off valves at connection to each piece of equipment. Provide union or right and left nipple and coupling at equipment side of individual shut-off valve.

C. Threaded Joints:

D. Make-up joints with U.L. listed gas resistant Teflon tape or Teflon paste, suited for gas piping.

E. Provide a two elbow-swing on all branches taken from a riser.

F. Provide valve tags for piping systems indicating the operating system pressure.

G. Color code piping at different pressures within the gas meter room. Paint fifteen (15) to five (5) psi system brown and reduced pressure piping yellow.

H. Welders must be qualified in accordance with either API 1104 or A.S.M.E. IX Boiler and Pressure Vessel Code and as required by local code.

3.4 OUTDOOR PIPING INSTALLATION

A. Comply with NFPA 54 Fuel Gas Code for installation and purging of natural-gas piping.

B. Steel Piping with Protective Coating:

C. Apply joint cover kits to pipe after joining to cover, seal, and protect joints.

D. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.

E. Replace pipe having damaged PE coating with new pipe.

F. Install fittings for changes in direction and branch connections.

3.5 VALVE INSTALLATION

A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing, aluminum, or copper connector.

3.6 PIPING JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Threaded Joints:

1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.

a. Cut threads full and clean using sharp dies.

b. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.

c. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.

d. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

D. Welded Joints:

1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.

2. Bevel plain ends of steel pipe.

3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter.

F. Flanged Joints: Install gasket material, size, type, and thickness appropriate for natural-gas service. Install gasket concentrically positioned.

G. Flared Joints: Cut tubing with roll cutting tool. Flare tube end with tool to result in flare dimensions complying with SAE J513. Tighten finger tight, then use wrench. Do not overtighten.

1. Plain-End Pipe and Socket Fittings: Use socket fusion.

3.7 HANGER AND SUPPORT INSTALLATION

A. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

B. Comply with requirements for pipe hangers and supports.

C. Maximum spans below are from NFPA 54 or MSS SP-69. Copper-tube sizes were adjusted to ASTM B 88 (ASTM B 88M).

D. Install hangers for horizontal steel piping with the following maximum spacing and minimum rod sizes:

1. NPS ¾ and 1 – 8 ft on center
2. NPS 1-1/4 and NPS 2: Maximum span, 108 inches; minimum rod size, 3/8 inch.
3. NPS 2-1/2 to NPS 3-1/2: Maximum span, 10 feet; minimum rod size, 1/2 inch.

3.8 CONNECTIONS

A. Install natural-gas piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.

B. Install piping adjacent to appliances to allow service and maintenance of appliances.

C. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliance and equipment. Install union between valve and appliances or equipment.

D. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.9 LABELING AND IDENTIFYING

A. Comply with requirements in "Identification for Plumbing Piping and Equipment" for piping and valve identification.

B. Install detectable warning tape directly above gas piping, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 PAINTING

A. Comply with requirements in Division 09 painting Sections for painting interior and exterior natural-gas piping.

B. Paint exposed, exterior metal piping, valves, service regulators, service meters and meter bars, earthquake valves, and piping specialties, except components, with factory-applied paint or protective coating.

1. Alkyd System: MPI EXT 5.1D.
2. Prime Coat: Alkyd anticorrosive metal primer.
3. Intermediate Coat: Exterior alkyd enamel matching topcoat.
4. Topcoat: Exterior alkyd enamel (semigloss).
5. Color: Yellow.

C. Paint exposed, interior metal piping, valves, service regulators, service meters and meter bars, earthquake valves, and piping specialties, except components, with factory-applied paint or protective coating.

1. Latex Over Alkyd Primer System: MPI INT 5.1Q.
2. Prime Coat: Alkyd anticorrosive metal primer.
3. Intermediate Coat: Interior latex matching topcoat.
4. Topcoat: Interior latex (semigloss).
5. Color: Yellow.
   a. Alkyd System: MPI INT 5.1E.
6. Prime Coat: Alkyd anticorrosive metal primer.
7. Intermediate Coat: Interior alkyd matching topcoat.
8. Topcoat: Interior alkyd (semigloss).
9. Color: Yellow.

D. Damage and Touchup: Repair marred and damaged factory-applied finishes with materials and by procedures to match original factory finish.

3.11 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base.

1. Construct concrete bases of dimensions indicated, but not less than 6 inches larger in both directions than supported unit.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.
6. Use 3000-psig, 28-day, compressive-strength concrete and reinforcement as specified in Division 03 Section Concrete Work.

3.12 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Test, inspect, and purge natural gas according to New York City Gas Code 2014 and other applicable codes and standards of NYC BC.

C. Pressure Tests:

1. NYC BC.

2. Test low pressure systems up to 0.5 PSIG with air at 3 PSIG for a minimum of one hour.

D. Controlled Inspection:

1. Perform radiography test on all welds in gas service and at gas meter and piping where operating pressures exceed 3 PSIG and where required by the local utility company or code. Radiography shall be performed in accordance with API 1104 or A.S.M.E. Section IX Boiler and Pressure Vessel Code and as required by NYC BC.

E. Purge all piping after pressure test and all appliances after piping has been purged.

F. Natural-gas piping will be considered defective if it does not pass tests and inspections.

G. Prepare test and inspection reports.

3.13 DEMONSTRATION

A. Engage a factory-authorized service representative to train the City of New York's maintenance personnel to adjust, operate, and maintain earthquake valves.

END OF SECTION 227000

SECTION 230500 - COMMON WORK RESULTS FOR HVAC

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes and applies to all work included in Division 23.

B. Work in this Section includes providing labor, materials, equipment, services necessary, fabrication, installation and testing for fully operational and safe systems including all necessary materials , appurtenances and features whether specified or shown in the contract documents or not, in conformity with all applicable codes of NYC for the following:

1. Mechanical work covered by all sections within Division 23 of the specifications, including, but not limited to:

a. Heating, ventilating and air conditioning systems and equipment and accessories.
b. Motors and controllers.
c. Control systems.
d. Testing and balancing.
e. Cleaning of piping systems.
f. Cleaning of ductwork, casings, plenums, etc.
g. Dielectric fittings.
h. Mechanical sleeve seals.
i. Escutcheons.
j. Grout.
k. HVAC demolition.
l. Equipment installation requirements common to equipment sections.
m. Painting and finishing.
n. Concrete bases.
o. Supports and anchorages.

C. Provide cutting and patching, for the Mechanical Work.

D. Provide piping from plumbing terminations, 10 feet from equipment, for water, gas, compressed air and as indicated.

E. Provide drainage from noted equipment to floor drains, roof drains, sink, or funnel drains.

F. Provide piping connections to equipment, as required, for kitchens, laboratories, laundries, and as indicated.

1.3 ABBREVIATIONS

A. The following are industry abbreviations for plastic materials.

1. CPVC: Chlorinated polyvinyl chloride plastic.
2. PE: Polyethylene plastic.
3. PVC: Polyvinyl chloride plastic.

B. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

C. Following is a list of abbreviations and symbols that are used in the specifications:

Word or Symbol	Abbreviation or Symbol Used in Specifications
ϕ	phase
air conditioning unit	ACU
alternating current	AC
ampere	amp
brake horsepower (bhp)	BHP
British thermal units	Btu
Celsius	C
cfh	CFH
cubic feet per minute	cfm
cubic feet per second	cfs
degree	°
direct current	DC
emergency power system	EPS
etcetera (etc.)	etc.
Fahrenheit	F
feet	ft.
feet per minute	fpm
gallon	gal.
gallons per minute	gpm
hertz	Hz

Word or Symbol	Abbreviation or Symbol Used in Specifications
horsepower	hp
inches	in.
kilovolt	kV
kilowatt	kW
KVA	kVA
length	length
manufacturer	Mfr.
minute	minute
number	No.
ounce	oz.
percent	%
plus and minus	±
pound or pounds	lb. or lbs.
pounds per square inch (psi)	psi
power factor	pf
psig	psig
PVC	PVC
revolutions per minute (rpm)	rpm
square foot or square feet	sq. ft.
times	times (unless used in an equation, then use x)
uninterruptible power supply (UPS)	UPS
Variable Frequency Drive	VFD
volt	V
water gauge	w.g.
width	width
wire-gauge	awg
WWP	WWP

1.4 UTILITY CONNECTIONS

A. Arrange for and pay utility costs for work of this Division.

1.5 JOB CONDITIONS

A. Examine all drawings and specifications in a manner to be fully cognizant of all work required under this Division.

B. Examine site related work and surfaces before starting work of any Section.

1. Report to Commissioner, in writing, conditions which will prevent proper provision of this work.

2. Beginning work of any Section without reporting unsuitable conditions to Commissioner constitutes acceptance of conditions by Contractor.
3. Perform any required removal, repair or replacement of this work caused by unsuitable conditions at no additional cost to City of New York.

C. Connections to existing work.

1. Verification of existing:

   a. Become thoroughly familiar with actual existing conditions and systems at the building, and of the existing installations to which connections must be made, including any necessary alterations, and existing building engineering practices and requirements. The intent of the work is shown on the drawings and described herein, and no consideration will be granted by reason of lack of familiarity on the part of the contractor with actual physical conditions, requirements, and practices at the site.

2. Install new work and connect to existing work with minimum interference to existing facilities.
3. Temporary shutdowns of existing services:

   a. At no additional charges.
   b. At times not to interfere with normal operation of existing facilities.
   c. Only with written consent of Commissioner.

4. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work.
5. Restore existing disturbed work to original condition.

D. Removal and relocation of existing work.

1. Disconnect, remove or relocate material, equipment, plumbing fixtures, piping and other work noted and required by removal or changes in existing construction.
2. Where existing pipes, conduits and/or ducts which are to remain prevent installation of new work as indicated, relocate, or arrange for relocation, of existing pipes, conduits and/or ducts.
3. Provide new material and equipment required for relocated equipment.
4. Plug or cap active piping or ductwork behind or below finish.
5. Do not leave long dead-end branches. Cap or plug as close as possible to active line.
6. Remove unused piping, ductwork and material.
7. Dispose of removed fixtures and equipment as directed.
8. Turn over removed fixtures and equipment to Commissioner as directed.

E. Special Traffic Requirements:

1. Maintain emergency and service entrances useable to pedestrian, truck, and ambulance traffic at all times.
2. Where trenches are cut, provide adequate bridging for above mentioned traffic.

F. If asbestos insulation is found when working in existing areas, immediately stop work and notify Commissioner. Do not restart work until advised in writing by Commissioner that it is safe to do so following abatement, encapsulation, etc.

1.6 CLEARANCE FROM ELECTRICAL EQUIPMENT

A. Piping or ductwork:

1. Prohibited in:

a. Electric rooms and closets.
b. Telephone rooms and closets.
c. Elevator machine rooms.
d. Electric switchboard room.

2. Prohibited above an area within 5 ft. of:

a. Transformers.
b. Motor control centers.
c. Standby power plant.
d. Bus ducts.

1.7 SUBMITTALS

A. Submit the following items as hereinafter specified:

1. Names and qualifications of test and balance agencies.
2. Layout Drawings.
3. Coordinated Drawings.
4. As-built Record Drawings.
5. Record Files.
6. Operating and Maintenance Manuals.
7. Welding certificates.
8. Equipment and material submittals as required by sections within this division.

B. Items shall comply with the requirements as hereinafter specified.

C. Submit shop drawings, product data, samples and certificates of compliance required by contract documents.

1. See General Conditions, Submittals for reference of minimum requirements, if not stated hereinbelow.

D. For all equipment requiring MEA numbers by NYC, numbers shall be included within the equipment submittals.

E. Schedule of submittals, as agreed to by the Commissioner, will set the basis of the minimum required submittals. Submittals shall be provided by the Contractor promptly and in accordance

with the Schedule of submittals and in such sequence as to cause no delay in work or in work of any other divisions.

F. Resubmission Requirements:

1. In addition to General Conditions requirements, make any corrections or change in Submittals required. Resubmit for review until no exceptions are taken or a resubmission is not required.
2. Shop Drawings and Product Data:

    a. Revise initial drawings or data, and resubmit as specified for initial submittal.
    b. Indicate any changes which have been made other than those requested.

3. Samples: Submit new samples as required for initial submittal.
4. Clearly identify resubmittal by original submittal date, number and revision number and indicate all changes from previous submittal.

G. Corrections or comments made on the shop drawings during review do not relieve the Contractor from compliance with requirements of the drawings and specifications. Shop drawing checking by the Commissioner is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for:

1. Confirming and correlating all quantities and dimensions.
2. Selecting fabrication processes and techniques of construction.
3. Coordinating his work with that of all other trades.
4. Performing his work in a safe and satisfactory manner.

H. Layout (Shop) Drawings:

1. Submit Layout Drawings indicating work within mechanical rooms areas containing boilers, chillers, cooling towers, air handlers or pumps, areas containing acoustically lined ductwork, food service areas and for any areas. See General Conditions specification sections for additional requirements on layout drawings.
2. Layout Drawings for mechanical rooms shall be at a scale of 3/8"=1'-0".

3. Prepare layout shop drawings for all areas.
4. From the layout drawings, prepare and submit Coordinated Drawings as herein specified below.

1.8 RELATED WORK AND REQUIREMENTS

A. Requirements of General Conditions apply to all work in this division.

B. Carefully check the documents of each section with those of other sections and Divisions. Ascertain the requirements of any interfacing materials or equipment being furnished and/or installed by those sections and Divisions, and provide the proper installation and/or required interface.

C. As a minimum requirement and condition, the Contractor shall provide CADD generated drawings (for the purpose of Layout Drawings, Coordinated Drawings, As-built Drawings and Record Drawings) with a proven layering standard. Deviation from this requirement shall be:

1. At the sole discretion of the Commissioner.
2. Submitted as a substitution within the specified time frame.

D. Related work specified elsewhere:

1. including pipe stenciling.
2. Access doors.
3. Trench covers and frames.
4. Providing chimney cleanout door and thimble.
5. Excavating and backfilling.
6. Louvers in doors.
7. Undercut doors.
8. Wall louvers and screens.
9. Plenums other than sheet metal.
10. Flashing.
11. Shaft gratings.
12. Equipment platforms.
13. Pipe heat tracing system.

1.9 QUALITY ASSURANCE

A. All equipment and accessories to be the product of a manufacturer regularly engaged in its manufacture.

B. Supply all equipment and accessories new and free from defects.

C. Supply all equipment and accessories in compliance with the applicable standards and with all applicable national, state and local codes.

D. All items of a given type shall be the products of the same manufacturer.

E. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

F. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

1.10 REFERENCE STANDARDS

A. Published codes, specifications, standards, tests or recommended methods of trade, industry or governmental organizations apply to work in this Division where cited below:

1. AABC: Associated Air Balance Council.
2. ADC: Air Diffuser Council.
3. AMCA: Air Moving and Conditioning Association.
4. ANSI: American National Standards Institute.
5. ARI: Air-Conditioning and Refrigeration Institute.
6. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers.
7. ASME: American Society of Mechanical Engineers.
8. ASSE: American Society of Sanitary Engineers.
9. ASTM: American Society for Testing and Materials.
10. AWS: American Welding Standards.
11. FM: Factory Mutual.
12. Local Utility Authorities.
13. National, State and Local Codes adopted by NYC
14. NEMA: National Electrical Manufacturer's Association.
15. NFPA: National Fire Protection Association.
16. OSHA: Occupational Safety and Health Act.
17. PDI: Plumbing and Drainage Institute.
18. NYC Energy Conservation Code
19. UBC: Uniform Building Code.
20. UL: Underwriters' Laboratories, Inc.
21. UMC: Uniform Mechanical Code.
22. UPC: Uniform Plumbing Code.

B. In addition to complying with all other legal requirements, comply with current provisions of governing codes and regulations in effect during progress of the Work, and with the following:

1. Drawings and specification requirements shall govern where they exceed Code and Regulation requirements.
2. Where requirements between governing Codes and Regulations vary, the more restrictive provisions shall apply.

1.11 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

C. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces.

1.12 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

C. Check dimensions of access route through the site from delivery point to final location. Where necessary, ship in crated sections of size to permit passing through available space. Dismantle and/or reassemble, reprovision and retest equipment too large to pass through available access route to final location in one piece.

D. Ship equipment in original packages, to prevent damaging or entrance of foreign matter.

E. Handle and ship in accordance with manufacturer's recommendations.

F. Provide protective coverings during construction.

G. Replace at no expense to City of New York, equipment or material damaged during storage or handling, as directed by Commissioner.

H. Tag all items with weatherproof tag, identifying equipment by name and purchase order number.

I. Include packing and shipping lists.

J. Special requirements as specified in individual sections.

1.13 PROTECTION OF MATERIALS

A. Protect from damage, water, dust, etc., material, equipment and apparatus provided under this Division, both in storage and installed, until Notice of Completion has been filed.

B. Provide temporary storage facilities for material and equipment.

C. Arrange with Commissioner for storage facilities for materials and equipment.

D. Material, equipment or apparatus damaged because of improper storage or protection will be rejected.

1. Remove from site and provide new, duplicate, material equipment or apparatus in replacement of that rejected.

E. Cover motors and other moving machinery to protect from dirt and water during construction.

F. Protect premises and work of other Divisions from damage arising out of installation of work of this Division.

1. Repair or replace, as directed by Commissioner, materials and parts of premises which become damaged as result of installation of work of this Division.
2. Remove replaced parts from premises.

1.14 REVIEW OF CONSTRUCTION

A. Work may be reviewed at any time by Commissioner.

B. Advise Commissioner in writing that work is ready for review at following times:
1. Prior to concealment of work in walls and above ceilings.
2. When all requirements of Contract have been completed.

C. Conceal work only after Commissioner's consent.

1.15 SCHEDULE OF WORK

A. Arrange work to conform to schedule of construction established or required to comply with Contract Documents.

B. In scheduling, anticipate means of installing equipment through available openings in structure.

C. Confirm in writing to Commissioner, anticipated number of days required to perform test, balance, and acceptance testing of mechanical systems:

1. This phase must occur after completion of mechanical systems, including all control calibration and adjustment, and requires substantial completion of the building, including closure, ceilings, lighting, partitioning, etc.
2. Submit for approval at this time, names and qualifications of test and balancing agencies to be used.

D. Arrange with Commissioner schedule for work in each area.

E. Unless otherwise directed by Commissioner perform work during normal working hours.

F. In case noisy work interferes with City of New York's operations, Commissioner may require work to be stopped and performed at some other time, or after normal working hours.

1.16 NOISE REDUCTION

A. Cooperate in reducing objectionable noise or vibration caused by mechanical systems.

1. To extent of adjustments to specified and installed equipment and appurtenances.

B. Correct noise problems caused by failure to install work in accordance with Contract Documents. Include labor and materials required as result of such failure.

1.17 PERMITS, LICENSES, AND INSPECTIONS

A. Permits and Licenses:

1. Secure required permits and licenses including payments of all charges and fees.

B. Inspections:

1. Obtain certificates of final inspection approval from NYC DOB, and submit to Commissioner before acceptance of the Work.
2. Obtain inspections during the Work as required to allow timely progress of these and other trades.

1.18 GUARANTEE

A. Guarantee all materials, equipment, apparatus and workmanship to be free of defective materials and faulty workmanship for period of one year from date of Substantial Completion, unless extended guarantee periods are specified in individual sections.

B. Furnish guarantee covering all work in accordance with general requirements of the Contract.

C. Provide new materials, equipment, apparatus and labor to replace that determined by Commissioner to be defective or faulty.

D. This guarantee also applies to services such as Instructions, Adjusting, Testing, Noise, Balancing, etc.

E. Equipment manufacturers shall include extended warranty to give full coverage during warranty period, unless longer period is specified.

1.19 PRELIMINARY OPERATION

A. Any portion of the system or equipment shall be placed in operation at the request of the Commissioner prior to the final completion and acceptance of the work. Such operation shall be under the direct supervision of the Contractor.

B. Preliminary operation thereof shall not be construed as acceptance of any part of the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Division 23 Sections where articles and subparagraphs introduce lists, the following requirements apply for product selection:

1. Contractor's Options:

a. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
b. For products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
c. Wherever catalog numbers and specific brands or trade names are used, they are used to establish standards of quality, utility and appearance required.

B. Submission of equipment of manufacturers' other than those specified shall detail equality and difference, item by item.

2.2 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.3 MISCELLANEOUS METAL WORK

A. Access Platforms:

1. Under General Construction Work.
2. Provide removable gratings, toeplates and guard rails: suitable for minimum 100 lb per sq.ft. floor loading.
3. Supports:

a. Welded structural steel.
b. Cross-braced on 4 sides.
c. Welded to baseplates for anchor bolting to concrete piers.

4. Provide access platforms for equipment, where indicated or required OSHA. Submit shop drawings with details of construction and method of attachment.
5. In accordance with OSHA regulations.
6. Grating similar to:

a. Steel: Irving "X-Bar".
b. Aluminum: Irving "X-Bar".
c. Fiberglass: Ryerson Duradek I-5000.
d. Or approved equal.

B. Ladders:

1. Under General Construction Work.
2. Galvanized structural steel.
3. 18 in. wide.
4. 2 1/2 in. x 1/2 in. side rails.

5. 3/4 in. diameter rungs 12 in. on center.
6. In accordance with OSHA regulations.

C. Gratings in Shafts:

1. Under General Construction Work.
2. Suitable for minimum 100 lb per sq.ft. floor loading.
3. Support on structural steel members.
4. Submit shop drawings with details of construction and method of attachment.
5. Grating similar to:

   a. Steel: Irving "X-Bar".
   b. Aluminum: Irving "X-Bar".
   c. Fiberglass: Ryerson Duradek I-5000.
   d. Or approved equal.

D. Trench Covers, or Gratings and Frames:

1. Under General Construction Work.
2. Covers:

   a. Galvanized checkered steel with:
   b. Galvanized expanded and perforated steel with:

      1) Flush drop-type lift handles.
      2) Means for securing to frame for easy removal.

   c. 3 ft. long.
   d. 1/4 in. thick.

3. Gratings: Irving Grating or approved equal.
4. Frames: 2 in. x 2 in. x 1/4 in. galvanized welded angle iron with welded stops and lugs for anchoring into concrete.
5. Turn over for setting under General Construction work.

E. Guards and Railings:

1. Furnish guards and railings as indicated and/or as required by OSHA.
2. Provide OSHA approved guards for belt drives and rotating equipment.
3. Guards removable with:

   a. Frames: No. 18 USSG steel.
   b. Fronts: No. 20 USSG galvanized perforated steel with:

      1) Covered test openings to permit rpm readings without removal.

   c. Supports: galvanized steel angles or channels, braced to maintain clearances of moving parts.
   d. Clearance for motor adjustment.

4. Railings: removable of 1¼ in. pipe and rail fittings.

2.4 PAINTING

A. Manufacturers:

1. Sherwin-Williams.
2. Pittsburgh Plate Glass Co.
3. Pratt and Lambert.
4. Rust-Oleum.
5. Or approved equal.

B. Materials:

1. Best grade for its purpose.
2. Deliver in original sealed containers.
3. Apply in accordance with manufacturers instructions.
4. Heat resistant paint for hot piping, equipment and materials.
5. Colors as selected.

PART 3 - EXECUTION

3.1 HVAC DEMOLITION

A. Refer to Division 02 Section "Selective Removals and Demolition" for general demolition requirements and procedures.

B. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Commissioner.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:

1. New Piping:

   a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
   b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
   c. Insulated Piping: One-piece, stamped-steel type with spring clips.
   d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.

2. Existing Piping: Use the following:

a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
b. Insulated Piping: Split-plate, stamped-steel type with concealed hinge and spring clips.
c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
d. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
e. Bare Piping in Equipment Rooms: Split-casting, cast-brass type.
f. Bare Piping at Floor Penetrations in Equipment Rooms: Split-casting, floor-plate type.

M. Sleeves are not required for core-drilled holes.

N. Permanent sleeves are not required for holes formed by removable PE sleeves.

O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

    a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
3. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:

    a. Steel Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
    b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
    c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches (50 mm) above finished floor level.

        1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint.

Q. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) and larger in diameter.

3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

R. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.

T. Verify final equipment locations for roughing-in.

U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
4. PVC Nonpressure Piping: Join according to ASTM D 2855.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.

1. Plain-End Pipe and Fittings: Use butt fusion.
2. Plain-End Pipe and Socket Fittings: Use socket fusion.

M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are indicated.

B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

E. Access to Valves and Equipment.

1. Access shall be possible where valves, expansion joints, fire dampers, motors, filters, control devices, and any other equipment requiring access for servicing, repairs, or maintenance are located in walls, chases, and/or above ceilings.
2. Definition of Accessible:

    a. Valves and dampers may be operated.
    b. Control devices may be adjusted.
    c. Fire dampers may be reset.
    d. Equipment access panels may be opened.
    e. Normal maintenance work such as replacement of filters, lubrication of bearings, etc., may be performed readily within arm's reach of access opening.
    f. It shall not be necessary to crawl through furred ceiling space to perform such operations.

3. Group concealed valves, expansion joints, controls, dampers and equipment requiring service access, so as to be freely accessible through access doors and to minimize the number of access doors required.
4. Relocate piping equipment and accessories as required, at no extra cost to afford proper maintenance access.
5. For access into ductwork see Section 233300: Air Duct Accessories.
6. Coordinate location of access panels with applicable trades installing walls or ceiling.

    a. Coordinate panel locations with lights and other architectural features.
    b. Submit proposed panel locations to Commissioner for review.

7. Access doors or panels will be installed by the Contractor.
8. Arrange for location and marking of removable tiles in splined ceilings where access panels are not installed.
9. Existing Structures:

    a. When installation requires access openings through existing construction, provide necessary panels, and arrange for Contractor.
    b. Restore adjoining existing surfaces to original condition after new access panels have been installed.

3.6 PAINTING

A. Painting of exposed roof-top equipment.

B. Finish painting under Division 09 Section "Panting".

1. Colors coordinated by Contractor as directed by Commissioner.

C. Painting under this Division:

1. Interior of ductwork as far back as visible from outside: flat black.
2. Uncoated hangers, supports, rods and inserts: dip in zinc chromate primer.
3. Factory prime coat for following except as noted.

    a. Pumps.
    b. Fans.
    c. Motors.
    d. Equipment.
    e. Air outlets.
    f. Converter.

4. Marred surfaces of prime coated equipment and piping: spot prime coat to match adjacent coat.
5. Shop prime coat for following, except as noted:

    a. Structural frames.
    b. Platforms.
    c. Ladders.
    d. Railings.
    e. Tanks.

D. General:

1. Labor, materials and equipment necessary for field painting.
2. Protect flooring and equipment with drip cloths.
3. Paint and materials stored in location where directed.
4. Oily rags and waste removed from building every night.
5. Furnish each space containing stored painting materials with approved 2½ gallon fire extinguisher.
6. Wire brush and clean off all oil, dirt and grease areas to be painted before paint is applied.
7. Mixing:

    a. Mixed and strained as required by manufacturer.
    b. Use thinners only in accordance with manufacturers recommendation.
    c. Follow printed instructions on paint containers. If none are available, instructions shall be obtained in writing from manufacturer.

8. Workmanship:

    a. No painting or finishing shall be done with:

        1) Dust laden air.
        2) Unsuitable weather conditions.
        3) Space temperature below 60°F.

b. Pipes being painted: containing no heat and to remain cold until paint is dried.
c. Paint spread: uniform and proper film thickness showing no runs, sags, crawls or other defects.
d. Finished surfaces shall be uniform in sheen, color, and texture.
e. All coats to be thoroughly dry before succeeding coats are applied, minimum 24 hrs. between coats.
f. Priming undercoat: slightly different color for inspection purposes.

9. Exposed, uninsulated, ungalvanized sheet metal other than stainless steel and aluminum: Two coats of aluminum paint or alkyd paint color as directed.
10. Exposed, uninsulated, galvanized sheet metal in finished space including mechanical equipment rooms:

    a. One coat galvanized iron primer.
    b. Two coats alkyd oil paint, color as directed.

11. Exposed, insulated piping and equipment covering:

    a. One coat primer sealer.
    b. Two coats alkyd oil paint, color as directed.

12. Finned tube radiation: One coat factory or field applied coat of heat resisting paint.
13. Paint following with two coats alkyd oil paint, color as directed:

    a. Exposed steel and metal work not furnished with factory-painted finish.
    b. Structural steel supports for piping ductwork and equipment.
    c. Exposed, uninsulated piping.

14. Exposed, uninsulated aluminum sheet metal in finished space:

    a. One coat zinc chromate primer.

15. No paint on exposed, uninsulated stainless steel sheet metal in finished space.

E. Finish painting:

1. Consisting of two finished coats of high gloss medium or long alkyd paint over prime coat.
2. Submit color shade for approval.
3. Piping continuously painted in all exposed areas.
4. Color coding shall comply with industry standard practice.

F. Interior of ductwork as far back as visible from outside: flat black.

G. Uncoated hangers, supports, rods and inserts: dip in zinc chromate primer.

H. Factory finish:

1. Steel air outlets in acoustical tile ceilings: baked white enamel.
2. Aluminum air outlets: anodized.
3. Exposed fan coil units: baked enamel.

4. Unit ventilators and unit heaters: baked enamel.

I. Factory prime coat, except as noted:
1. Pumps.
2. Fans.
3. Motors.
4. Equipment.
5. Registers.
6. Diffusers.
7. Grilles.

J. Marred surfaces of prime coated equipment and piping: spot prime coat to match adjacent coat.

K. Shop prime coat for following except as noted:

1. Structural frames.
2. Platforms.
3. Ladders.
4. Railings.
5. Tanks.

3.7 CONCRETE WORK

A. On concrete floors, install equipment on concrete housekeeping pads:

1. Pads 4 in. high unless otherwise noted.
2. Extend 6 in. minimum beyond equipment base, all sides.
3. Concrete work, including forming and reinforcing, under Division 03
   a. Coordinate size and location with General Contractor.
   b. Furnish and locate anchors and anchor bolts.

4. Curbs for field erected plenums similar.

B. Miscellaneous Concrete Items:
1. Concrete work, including forming and reinforcing, under Division 3
2. Concrete for:

   a. Anchor and thrust blocks.

3. Refer to details on drawings.

C. Provide foundations for:
1. Fans.
2. Air handling units and floor mounted plenums
3. Refrigeration equipment.
4. Floor mounted control panels.
5. Motors.

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 05 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.9 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor HVAC materials and equipment.

B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

3.10 GROUTING

A. Mix and install grout for HVAC equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

3.11 CUTTING AND PATCHING

A. All carpentry, cutting and patching to be done under trades doing that work.

B. Provide all carpentry, cutting and patching required for proper installation of material and equipment specified in this Division.

C. Do not cut or drill structural members without consent of Commissioner.

3.12 WATER PROOFING

A. Refer to Division 7 for further information.

B. Where any work pierces waterproofing, installation shall be subject to review.

1. Provide all necessary sleeves, caulking, flashing and flashing fittings required to make openings absolutely watertight.

C. Flashing:

1. 6 lb. lead.
2. 16 oz. lead coated copper.
3. No.22 USSG aluminum.
4. Fittings for piping through roof:

a. Galvanized cast iron bottom recess roof type.
b. Similar to Josam No. 26440 or No. 26450.

D. Provide weather protection canopies, hoods or enclosures over out-of-door equipment which could be damaged by exposure to weather.

1. This requirement applies to:

a. Damper operators.
b. Damper bearings.
c. Controls.
d. Instruments.

2. See other sections in this Division for application of this requirement to motors, drives, ducts, and fans, etc.
3. Identify items under such covers if entirely enclosed.

3.13 CLEANING AND ADJUSTING

A. Brush and clean work prior to concealing, painting and acceptance. Perform in stages if directed.

B. Painted or exposed work soiled or damaged: clean and repair to match adjoining work before final acceptance.

C. Remove debris from inside and outside of materials and equipment.

D. Flush out piping after installation.

E. Clean piping systems.

F. Adjust valves and automatic control devices.

G. Traps, wastes and supplies: unobstructed.

3.14 FIELD QUALITY CONTROL

A. Tests:

1. Perform as specified in individual sections, and as required by New York City Building Code and Mechanical Code.
2. Duration as required by NYC BC.

B. Provide required labor, material, equipment, and connections.

C. Furnish written report and certification that tests have been satisfactorily completed.

D. Repair or replace defective work, as directed.

E. Pay for restoring or replacing damaged work due to tests, as directed.

F. Pay for restoring or replacing damaged work of others, due to tests, as directed.

3.15 DEMONSTRATION

A. Provide demonstration by qualified manufacturers' representatives for equipment as specified in this Division.

B. Demonstration to include:

1. Site-specific training.
2. Minimum hours as specified in each Section.
3. Training materials (minimum six sets).
4. Videotapes (2 copies) of each training session upon completion.

C. Each demonstration session to be scheduled with Commissioner at least 30 days in advance.

END OF SECTION 230500

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SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.3 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

A. Comply with requirements in this Section except when stricter requirements are specified in HVAC equipment schedules or Sections.

B. Comply with NEMA MG 1 unless otherwise indicated.

C. Comply with IEEE 841 for severe-duty motors.

2.2 MOTOR CHARACTERISTICS

A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet (1000 m) above sea level.

B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 POLYPHASE MOTORS

A. Description: NEMA MG 1, Design B, medium induction motor.

B. Efficiency: Energy efficient, as defined in NEMA MG 1, including applications of premium efficiency motors.

C. Service Factor: 1.15.

D. Multispeed Motors: Variable torque.

1. For motors with 2:1 speed ratio, consequent pole, single winding.
2. For motors with other than 2:1 speed ratio, separate winding for each speed.

E. Multispeed Motors: Separate winding for each speed.

F. Rotor: Random-wound, squirrel cage.

G. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.

H. Temperature Rise: Match insulation rating.

I. Insulation: Class F.

J. Code Letter Designation:

1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.

K. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.

B. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.

1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width modulated inverters.
2. Energy- and Premium-Efficient Motors: Class B temperature rise; Class F insulation.
3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

2.5 SINGLE-PHASE MOTORS

A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:

1. Permanent-split capacitor.
2. Split phase.
3. Capacitor start, inductor run.
4. Capacitor start, capacitor run.

B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.

C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.

D. Motors 1/20 HP and Smaller: Shaded-pole type.

E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513

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SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following hangers and supports for HVAC system piping and equipment:

1. Steel pipe hangers and supports.
2. Trapeze pipe hangers.
3. Metal framing systems.
4. Fiberglass strut systems.
5. Thermal-hanger shield inserts.
6. Fastener systems.
7. Pipe stands.
8. Equipment supports.

B. Related Sections include the following:

1. Division 05 Section "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.
2. Division 23 Section(s) "Metal Ducts" for duct hangers and supports.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for The Valve and Fittings Industry Inc.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Design seismic-restraint hangers and supports for piping and equipment.

D. Where thermal movement in pipe line occurs, hanger assembly shall support pipe line in all operating conditions.

1.5 SUBMITTALS

A. Product Data: Manufacturer's catalog data, including load ratings, dimensions and installation instructions, for the following:

1. Steel pipe hangers and supports.
2. Fiberglass pipe hangers.
3. Thermal-hanger shield inserts.
4. Powder-actuated fastener systems.

B. Shop Drawings: Signed and sealed by a licensed professional engineer. Show fabrication and installation details and include calculations for the following:

1. Trapeze pipe hangers. Include Product Data for components.
2. Metal framing systems. Include Product Data for components.
3. Fiberglass strut systems. Include Product Data for components.
4. Pipe stands. Include Product Data for components.
5. Equipment supports.

C. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

B. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.2, "Structural Welding Code--Aluminum."
3. AWS D1.3, "Structural Welding Code--Sheet Steel."
4. AWS D1.4, "Structural Welding Code--Reinforcing Steel."
5. ASME Boiler and Pressure Vessel Code: Section IX.

C. Codes and Standards: Provide pipe hangers and supports conforming to the following:

1. American Society of Mechanical Engineering:

a.	B31.1	Power Piping.
b.	B31.2	Fuel Gas Piping.
c.	B31.5	Refrigerating Piping and Heat Transfer Components.
d.	B31.9	Building Services Piping.

2. American Society for Testing and Materials (ASTM):

a.	A36	Standard Specification for Carbon Structural Steel.
b.	A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
c.	A307	Standard Specification for Carbon Steel Bolts and Studs, 60000 PSI Tensile Strength.
d.	A575	Standard Specification for Steel Bars, Carbon, Merchant Quality, M-Grades.
e.	D695	Compressive Properties of Rigid Plastics.
f.	D790	Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
g.	F708	Standard Practice for Design and Installation of Rigid Pipe.

3. Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. (MSS):

a.	SP58	Pipe Hangers and Supports - Materials, Design And Manufacture.
b.	SP69	Pipe Hangers And Supports – Selection And Application.
c.	SP89	Pipe Hangers And Supports – Fabrication And Installation Practices.
d.	SP90	Guidelines on Terminology for Pipe Hangers and Supports.

PART 2 - PRODUCTS

2.1 METAL FRAMING SYSTEMS

A. Description: MFMA-3, shop- or field-fabricated pipe-support assembly made of steel channels and other components.

B. Manufacturers:

1. B-Line Systems, Inc.; a division of Cooper Industries.
2. ERICO/Michigan Hanger Co.; ERISTRUT Div.
3. GS Metals Corp.
4. Power-Strut Div.; Tyco International, Ltd.
5. Thomas & Betts Corporation.
6. Tolco Inc.
7. Unistrut Corp.; Tyco International, Ltd.
8. Or approved equal.

C. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.2 FIBERGLASS STRUT SYSTEMS

A. Description: Shop- or field-fabricated pipe-support assembly, similar to MFMA-3, made of fiberglass channels and other components.

B. Manufacturers:

1. B-Line Systems, Inc.; a division of Cooper Industries.
2. Champion Fiberglass, Inc.
3. Cope, T. J., Inc.; Tyco International Ltd.
4. Seasafe, Inc.
5. Or approved equal.

2.3 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

1. Manufacturers:

a. Hilti, Inc.
b. ITW Ramset/Red Head.
c. Masterset Fastening Systems, Inc.
d. MKT Fastening, LLC.
e. Powers Fasteners.
f. Or approved equal.

B. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

1. Manufacturers:

a. B-Line Systems, Inc.; a division of Cooper Industries.
b. Empire Industries, Inc.
c. Hilti, Inc.
d. ITW Ramset/Red Head.
e. MKT Fastening, LLC.
f. Powers Fasteners.
g. Or approved equal.

2.4 PIPE STAND FABRICATION

A. Pipe Stands, General: Shop or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.

B. Compact Pipe Stand: One-piece plastic unit with integral-rod-roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.

1. Manufacturers:

a. ERICO/Michigan Hanger Co.
b. MIRO Industries.
c. Portable Pipe Hangers.
d. Or approved equal.

C. Low-Type, Single-Pipe Stand: One-piece stainless-steel base unit with plastic roller, for roof installation without membrane penetration.

1. Manufacturers:

a. ERICO/Michigan Hanger Co.
b. MIRO Industries.
c. Portable Pipe Hangers.
d. Or approved equal.

D. High-Type, Single-Pipe Stand: Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration.

1. Manufacturers:

a. ERICO/Michigan Hanger Co.
b. MIRO Industries.
c. Portable Pipe Hangers.
d. Or approved equal.

2. Base: Stainless steel.
3. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods.
4. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.

E. High-Type, Multiple-Pipe Stand: Assembly of bases, vertical and horizontal members, and pipe supports, for roof installation without membrane penetration.

1. Manufacturers:

a. ERICO/Michigan Hanger Co.
b. MIRO Industries.
c. Portable Pipe Hangers.

d. Or approved equal.

2. Bases: One or more plastic.
3. Vertical Members: Two or more protective-coated-steel channels.
4. Horizontal Member: Protective-coated-steel channel.
5. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.

F. Curb-Mounting-Type Pipe Stands: Shop- or field-fabricated pipe support made from structural-steel shape, continuous-thread rods, and rollers for mounting on permanent stationary roof curb.

2.5 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.6 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

C. Hanger Rods: ASTM A 575, hot rolled Steel, ANSI B1.1 threads, continuously threaded, with electro-galvanized finish.

D. Steel Pipe Columns: ASTM A 53, Schedule 40, black steel.

E. Bolts and Nuts: ASTM A 307, Grade A, regular hexagon-head type.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Metal Trapeze Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.

C. Fiberglass Pipe Hanger Installation: Comply with applicable portions of MSS SP-69 and MSS SP-89. Install hangers and attachments as required to properly support piping from building structure.

D. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.

E. Fiberglass Strut System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled fiberglass struts.

F. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

G. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches (100 mm) thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

H. Pipe Stand Installation:

1. Pipe Stand Types except Curb-Mounting Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
2. Curb-Mounting-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb.

I. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

J. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

K. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

L. Install lateral bracing with pipe hangers and supports to prevent swaying.

M. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 (DN 65) and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

N. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

O. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.

P. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.

   a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
   b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
   c. Do not exceed pipe stress limits according to ASME B31.1 for power piping and ASME B31.9 for building services piping.

2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.

   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.

3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.

   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.

4. Shield Dimensions for Pipe: Not less than the following:

   a. NPS 1/4 to NPS 3-1/2 (DN 8 to DN 90): 12 inches (305 mm) long and 0.048 inch (1.22 mm) thick.
   b. NPS 4 (DN 100): 12 inches (305 mm) long and 0.06 inch (1.52 mm) thick.
   c. NPS 5 and NPS 6 (DN 125 and DN 150): 18 inches (457 mm) long and 0.06 inch (1.52 mm) thick.
   d. NPS 8 to NPS 14 (DN 200 to DN 350): 24 inches (610 mm) long and 0.075 inch (1.91 mm) thick.
   e. NPS 16 to NPS 24 (DN 400 to DN 600): 24 inches (610 mm) long and 0.105 inch (2.67 mm) thick.

5. Pipes NPS 8 (DN 200) and Larger: Include wood or reinforced calcium-silicate insulation.
6. Inserts of length at least as long as protective shield.
7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

Q. Outdoor Piping: Pipe hangers, supports and hardware including screws, bolts, nuts, and washers, located outdoors shall be hot-dip galvanized in accordance with ASTM A123.

R. Miscellaneous Steel: Provide miscellaneous framing, steel members, beams, brackets, etc. for support of work in Division, unless specifically included in other Divisions.

3.2 EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.

B. Grouting: Place grout under supports for equipment and make smooth bearing surface.

C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for equipment supports.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1M procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and 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. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches (40 mm).

3.5 PAINTING

A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touch Up: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use carbon-steel pipe hangers and supports and metal framing systems and attachments for general service applications.

F. Use padded hangers for piping that is subject to scratching.

G. Use thermal-hanger shield inserts for insulated piping and tubing.

H. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 1050 deg F (566 deg C) pipes, NPS 4 to NPS 16 (DN 100 to DN 400), requiring up to 4 inches (100 mm) of insulation.
3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 36 (DN 20 to DN 900), requiring clamp flexibility and up to 4 inches (100 mm) of insulation.
4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24 (DN 15 to DN 600), if little or no insulation is required.
5. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4 (DN 15 to DN 100), to allow off-center closure for hanger installation before pipe erection.
6. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8 (DN 20 to DN 200).
7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).

9. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8 (DN 15 to DN 200).
10. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8 (DN 10 to DN 200).
11. Extension Hinged or Two-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3 (DN 10 to DN 80).
12. U-Bolts (MSS Type 24): For support of heavy pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36 (DN 100 to DN 900), with steel pipe base stanchion support and cast-iron floor flange.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36 (DN 100 to DN 900), with steel pipe base stanchion support and cast-iron floor flange or carbon-steel plate and with U-bolt to retain pipe.
16. Adjustable, Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36 (DN 65 to DN 900), if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
17. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30 (DN 25 to DN 750), from 2 rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 24 (DN 65 to DN 600), from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42 (DN 50 to DN 1050), if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24 (DN 50 to DN 600), if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30 (DN 50 to DN 750), if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

I. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 24 (DN 20 to DN 600).
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 24 (DN 20 to DN 600), if longer ends are required for riser clamps.

J. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) piping installations.

3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F (49 to 232 deg C) piping installations.

K. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb (340 kg).
    b. Medium (MSS Type 32): 1500 lb (680 kg).
    c. Heavy (MSS Type 33): 3000 lb (1360 kg).

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

L. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

M. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).
3. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
5. Variable-Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from hanger.
6. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.
7. Variable-Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from trapeze support.
8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:

    a. Horizontal (MSS Type 54): Mounted horizontally.
    b. Vertical (MSS Type 55): Mounted vertically.
    c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.

N. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.

O. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.

P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

Q. Supports of wire rope, wood, chain, strap perforated bar or any other makeshift device shall not be permitted.

END OF SECTION 230529

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SECTION 23 05 48
VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

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].

1.2 SUMMARY

A. This Section includes the following:

1. Isolation pads.
2. Isolation mounts.
3. Freestanding and restrained spring isolators.
4. Housed spring mounts.
5. Spring hangers.
6. Spring hangers with vertical-limit stops.
7. Pipe riser resilient supports.
8. Resilient pipe guides.
9. Restrained vibration isolation roof-curb rails.
10. Seismic snubbers.
11. Restraining braces and cables.

1.3 DEFINITIONS

A. IBC: International Building Code.

B. ICC-ES: ICC-Evaluation Service.

C. ASHRAE: American Society of Heating, Refrigerating and Air-Conditioning Engineers.

D. Life Safety and Hazardous Components - All systems involved with fire protection including sprinkler piping, fire pumps, jockey pumps, fire pump control panels, service water supply piping, water tanks, fire dampers and smoke exhaust systems and mechanical, electrical, plumbing or fire protection systems that support the operation of or are connected to emergency power equipment including all lighting, generators, transfer switches and transformers. Hazardous components include any pipe, vessel, duct or piece of equipment that contains flammable or toxic material.

E. Component – a part or element of an architectural, mechanical, electrical or structural system.

F. Positive Attachment – a cast in place anchor, a drill in wedge anchor, a chemical anchor, a double sided beam clamp loaded perpendicular to the beam or a welded or bolted connection to the structure.

1.4 PERFORMANCE REQUIREMENTS

A. Wind-Restraint Loading:

1. Values as specified as per ASCE/SEI and as identified by a Licensed Engineer in NYS.

B. Seismic-Restraint Loading:

1. Values as specified as per ASCE/SEI and as identified by a Licensed Engineer in NYS.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
    a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an evaluation service member of ICC-ES.
    b. Annotate to indicate application of each product submitted and compliance with requirements.
3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
4. Catalog cuts and data sheets on specific vibration isolators and restraints to be utilized showing compliance with specifications.
5. An itemized list showing the items of equipment or piping to be isolated, the isolator type and model number selected, isolator loading and deflection, and reference to specific drawings showing base and construction where applicable.
6. Seismic restraint calculations and structural or civil engineers stamp verifying design and calculations for seismic restraining system used.
7. Drawings showing equipment base construction for each piece of equipment, including dimensions, structural member sizes and support point locations.
8. Drawing showing methods of suspension, support guides for piping.
9. Drawings showing methods for isolation of pipes piercing walls and slabs.
10. Concrete and steel details for bases including anchor bolt locations.
11. Number and location of seismic restraints and anchors for each piece of equipment.
12. Specific details of restraints including anchor bolts for mounting and maximum loading at each location, for each piece of equipment and or pipe.

B. For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified and licensed in the State of New York professional engineer responsible for their preparation.

1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators, seismic restraints, and for designing vibration isolation bases.

    a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Division 23 Sections for equipment mounted outdoors.

2. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification that riser system has been examined for excessive stress and that none will exist.
3. Vibration Isolation Base Details: Detail overall dimensions, including anchorages and attachments to structure and to supported equipment. Include auxiliary motor slides and rails, base weights, equipment static loads, power transmission, component misalignment, and cantilever loads.
4. Seismic-Restraint Details:

    a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
    b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
    c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other sections for equipment mounted outdoors.
    d. Preapproval and Evaluation Documentation: By an evaluation service member of ICC-ES, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

C. Coordination Drawings: Show coordination of seismic bracing for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and seismic restraints.

D. Welding certificates.

E. Qualification Data: For professional and licensed in the State of New York engineer and testing agency.

F. Air-Mounting System Performance Certification: Include natural frequency, load, and damping test data performed by an independent agency.

G. Field quality-control test reports.

H. Operation and Maintenance Data: For air-mounting systems to include in operation and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7.

B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.

C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional and licensed in the State of New York engineer.

E. It is the objective of this Specification to provide the necessary design for the seismic restraint and control of excessive noise and vibration in the buildings due to the operation of machinery or equipment, and/or due to interconnected piping. The installation of all vibration isolation units, and associated hangers and bases, shall be under the direct supervision of the vibration isolation manufacturer's representatives.

1. All vibration isolators shall have either known undeflected heights or calibration markings so that, after adjustment when carrying their load, the deflection under load can be verified, thus determining that the load is within the proper range of the device and that the correct degree of vibration isolation ins being provided according to the design.
2. All isolators shall operate in the linear portion of their load versus deflection curve. Load versus deflection curves shall be furnished by the manufacturer, and must be linear over a deflection range of not less than 50 percent above the design deflection.
3. The theoretical vertical natural frequency for each support point, based upon load per isolator and isolator stiffness, shall not differ from the design objectives for the equipment as whole by more than plus or minus 10 percent.
4. All neoprene mountings shall have a shore hardness of 30 to 60 plus or minus 5, after minimum aging of 20 days or corresponding oven aging.

1.7 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. Provide piping and equipment isolation systems and seismic restraints as scheduled or specified.
3. Guarantee specified isolation system deflection.
4. Provide installation instructions, drawings and field supervision to assure proper installation and performance.
5. Purchased and/or fabricated equipment must be designed to safely accept external forces of one-half "G" load in any direction for all rigidly and resiliently supported equipment and piping without failure and permanent displacement of the equipment. Life safety equipment including, but not limited to, fire pumps, sprinkler piping, and machinery must be capable of safely accepting external forces up to one "G" load in any direction without permanent displacement of the supported equipment. Substitution of "Internally Isolated" mechanical equipment in lieu of the specified isolation of this Section 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 in the State of New York civil or structural engineer.

1.8 CONTRACTOR RESPONSIBILITIES

A. The Contractor performing the work on equipment in the section shall have the following responsibilities.

1. Identify the components that are part of the Quality Assurance Plan.
2. All electrical components for standby or emergency power systems.
3. All flammable, combustible and highly toxic piping and their associated mechanical systems.
4. All ductwork containing hazardous materials.
5. All equipment using combustible or toxic energy sources.
6. List control procedures within the contractor's organization including methods and frequency of reporting and their distribution.
7. Purchased and/or fabricated equipment must be designed to safely accept external forces of load in any direction for all rigidly and resiliently supported life safety or hazardous equipment components, piping and ductwork without failure and permanent displacement of the equipment.

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Amber/Booth Company, Inc.
2. Kinetics Noise Control.
3. Mason Industries.
4. Vibration Eliminator Co., Inc.
5. Vibration Mountings & Controls, Inc.

6. Or approved equal.

B. Vibration Isolator Types:

1. Type A: Spring isolators shall incorporate the following:

   a. Minimum diameter of 0.8 of the loaded operating height.
   b. Corrosion resistance where exposed to corrosive environment with:

      1) Springs cadmium plated or electro-galvanized.
      2) Hardware cadmium plated.
      3) All other metal parts hot-dip galvanized.

   c. Reserve deflection (from loaded to solid height) of 50 percent of rated deflection.
   d. Minimum 1/4 inch thick neoprene acoustical base pad on underside, unless designated otherwise.
   e. Designed and installed so that ends of springs remain parallel and all springs installed with adjustment bolts.
   f. Non-resonant with equipment forcing frequencies or support structure natural frequencies.
   g. Spring isolators to be Mason Type SLF or a similar product as manufactured by one of the manufacturers listed above.
   h. This isolator must be accompanied by seismic isolator Type II.

2. Type B: Spring isolators shall be same as Type A, except:

   a. Provide built-in vertical limit stops with minimum 1/4 inch clearance under normal operation.
   b. Tapped holes in top plate for bolting to equipment when subject to wind load.
   c. Capable of supporting equipment at a fixed elevation during equipment erection. Installed and operating heights shall be identical.
   d. Adjustable and removable spring pack with separate neoprene pad isolation.
   e. Housing shall be designed to accept 1 G of acceleration.
   f. Mason Type SLR or a similar product as manufactured by one of the manufacturers listed above.

3. Type C: Spring hanger rod isolators shall incorporate the following:

   a. Spring element seated on a steel washer within a neoprene cup incorporating a rod isolation bushing.
   b. Steel retainer box encasing the spring and neoprene cup.
   c. Requires seismic restraint Type III.
   d. Mason Type HS or a similar product as manufactured by one of the manufacturers listed above.

4. Type E: Elastomer hanger rod isolators shall be incorporate the following:

   a. Molded unit type neoprene element with projecting bushing lining rod clearance hole.
   b. Neoprene element shall be minimum 1-3/4 inch thick.

c. Steel retainer box encasing neoprene mounting.
d. Clearance between mounting hanger rod and neoprene bushing shall be minimum of 1/8 inch.
e. Requires seismic restraint Type III.
f. Mason Type HD or a similar product as manufactured by one of the manufacturers listed above.

5. Type F: Combination spring/elastomer hanger rod isolators to incorporate the following:

a. Spring and neoprene isolator elements in a steel box retainer. Neoprene of double deflection type. Single deflection is unacceptable. Spring seated in a neoprene cup with extended rod bushing.
b. Characteristics of spring and neoprene as describe in Type A and Type E isolators.
c. Requires seismic restraint Type III.
d. Mason Type 30N or a similar product as manufactured by one of the manufacturers listed above.

6. Type G: Pad type elastomer mountings to incorporate the following:

a. 0.750 inch minimum thickness.
b. 50 psi maximum loading.
c. Ribbed or waffled design.
d. 0.10 inch deflection per pad thickness.
e. 1/16 inch galvanized steel plate between multiple layers or pad thickness.
f. Suitable bearing plate to distribute load.
g. Mason Type Super W or a similar product as manufactured by one of the manufacturers listed above.

7. Type H: Pad type elastomer mountings to incorporate the following:

a. Laminate canvas duck and neoprene.
b. Maximum loading 1000 psi.
c. Suitable bearing plate to distribute load.
d. Minimum thickness, 1/2 inch.
e. Mason Type HL or a similar product as manufactured by one of the manufacturers listed above.

8. Type J: Rail type spring isolators:

a. Rail type spring isolators shall provide steel members of sufficient strength to prevent flexure with equipment operation.
b. Springs shall be the same as Type A with seismic restraint Type II or seismic restraint Type I isolation.
c. Mason Type ICS or a similar product as manufactured by one of the manufacturers listed above.

9. Type K: Pipe anchors:

a. Vibration isolator manufacturer shall provide an all directional acoustical pipe anchor, consisting of a telescopic arrangement of two sizes of steel tubing

separated by a minimum half inch thickness of heavy duty neoprene and duck or neoprene isolation material.

b. Vertical restraints shall be provided by similar material arranged to prevent vertical travel in either direction.

c. Allowable loads on the isolation material shall not exceed 500 psi and the design shall be balanced for equal resistance in any direction.

d. Mason Type ADA or a similar product as manufactured by one of the manufacturers listed above.

2.2 AIR-MOUNTING SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Kinetics Noise Control.
2. Mason Industries.
3. Vibration Eliminator Co., Inc.
4. Or approved equal.

B. Air Mounts: Freestanding, single or multiple, compressed-air bellows.

1. Assembly: Upper and lower steel sections connected by a replaceable, flexible, nylon-reinforced neoprene bellows.
2. Maximum Natural Frequency: 3 Hz.
3. Operating Pressure Range: 25 to 100 psig.
4. Burst Pressure: At least three times manufacturer's published maximum operating pressure.
5. Leveling Valves: Minimum of 3 required to maintain leveling within plus or minus 1/8 inch.

C. Restrained Air Mounts: Housed compressed-air bellows.

1. Assembly: Upper and lower steel sections connected by a replaceable, flexible, nylon-reinforced neoprene bellows and spring, with angle-iron frame having vertical-limit stops and channel-section top with leveling adjustment and attachment screws.
2. Maximum Natural Frequency: 3 Hz.
3. Operating Pressure Range: 25 to 100 psig.
4. Burst Pressure: At least three times manufacturer's published maximum operating pressure.
5. Leveling Valves: Minimum of 3 required to maintain leveling within plus or minus 1/8 inch.

2.3 VIBRATION ISOLATION EQUIPMENT BASES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Amber/Booth Company, Inc.

2. Kinetics Noise Control.
3. Mason Industries.
4. Vibration Eliminator Co., Inc.
5. Vibration Mountings & Controls, Inc.
6. Or approved equal.

B. Type B-1: Integral Structural Steel Base

1. Reinforced, as required, to prevent base flexure at start-up and misalignment of drive and driven units. Centrifugal fan bases complete with motor slide rails. Drilled for drive and driven unit mounting template.
2. Mason Type M, WF or a similar product as manufactured by one of the manufacturers listed above.

C. Type B-2: Concrete Inertia Base

1. Concrete inertia bases shall be formed in a structural steel perimeter base, reinforced as required to prevent flexure, misalignment of drive and driven unit or stress transferal into equipment. The base shall be complete with motor slide rails, pump base elbow supports, and complete with height saving brackets, reinforcing, equipment bolting provisions and isolators.
2. Minimum thickness of the inertia base shall be according to the following tabulation:

Motor Size		Minimum Thickness	
(hp)	(kW)	(in)	(mm)
5-15	(4-11)	6	(150)
20-50	(15-37)	8	(200)
60-75	(45-55)	10	(250)
100-250	(75-190)	12	(300)
300-500	(220-375)	18	(350)

3. Mason Type K, BMK, or a similar product as manufactured by one of the manufacturers listed above.

D. Type B-3: Curb Mounted Base

1. Curb mounted rooftop equipment shall be mounted on spring isolation curbs that directly sit on roof construction and are flashed and incorporated into roof's membrane waterproofing system.
2. All spring locations shall have removable waterproof covers to allow for spring adjustment and/or removal.
3. All spring mounts shall be as Isolator Type B.
4. Curb and spring mounting shall be capable of withstanding 110mph wind and 1.0 g seismic loads for life safety or hazardous components.
5. Curbs shall be Mason Type CMAB or RSC (depending on deflection required), or a similar product as manufactured by one of the manufacturers listed above.

2.4 SEISMIC-RESTRAINT DEVICES

A. Type I: Spring Incorporating Seismic Restraint

1. Shall comply with general characteristics of spring isolators.
2. Shall have vertical restraints and are capable of supporting equipment at fixed elevation during equipment erection. Vertical restraint shall be separate from equipment load support.
3. Shall incorporate seismic snubbing restraint in all directions at specified acceleration loadings.
4. System to be field bolted to structure with minimum capability to withstand external forces of 1.0 g.
5. Mason Type SSLR, or a similar product as manufactured by one of the manufacturers listed above.

B. Type II: Stationary Seismic Restraint

1. Each corner or side seismic restraint shall incorporate minimum 5/8" (16 mm) 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 deck with 1.0 g acceleration capacity.
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 a similar product as manufactured by one of the manufacturers listed above.

C. Type III: Cable Seismic Restraint,

1. Metal cable type with approved end fastening devices to equipment and structure. System to be field bolted to deck or overhead structural members or deck with aircraft cable and clamps as per SMACNA guidelines.

D. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an evaluation service member of ICC-ES.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

E. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.

F. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.

G. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.

H. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.

I. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.

J. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

K. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.

L. Adhesive Anchor Bolts: Adhesive anchor bolts are not permitted where seismic restraint is required. Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.5 FLEXIBLE CONNECTORS

A. Elastomer Type FC-1:

1. Manufactured of nylon tire cord and EPDM both molded and cured with hydraulic presses.
2. Straight connectors shall have two spheres reinforced with a molded-in external ductile iron ring between spheres.
3. Elbow shall be long radius reducing type.
4. Rated 250 psi at 170 degrees F dropping in a straight line to 170 psi at 250 degrees F for sizes 1-1/2 inch to 12 inch elbows. Elbows shall be rated no less than 90 percent of straight connections.
5. Sizes 10 inches to 12 inches to employ control cables with neoprene end fittings isolated from anchor plates by means of 1/2 inch bridge bearing neoprene bushings.
6. Minimum safety factor, 4 to 1 at maximum pressure ratings.
7. Submittals shall include test reports.
8. Mason Type MFTNC Superflex or a similar product as manufactured by one of the manufacturers listed above.

B. Flexible Stainless Hose, Type FC-2:

1. Braided flexible metal hose.
2. 2 inch pipe size and smaller with male nipple fittings.
3. 2-1/2 inch and larger pipe size with fixed steel flanges.
4. Suitable for operating pressure with 4 to 1 minimum safety factor.
5. Length as required or shown on drawings.

6. Mason Type BSS or a similar product as manufactured by one of the manufacturers listed above.

2.6 FACTORY FINISHES

A. Finish: Manufacturer's standard prime-coat finish ready for field painting.

B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.

1. Powder coating on springs and housings.
2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
3. Baked enamel or powder coat for metal components on isolators for interior use.
4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an evaluation service member of ICC-ES.

B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.

C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Comply with requirements for installation of roof curbs, equipment supports, and roof penetrations.

B. Equipment Restraints:

1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES providing required submittals for component.

C. Piping Restraints:

1. Comply with requirements in MSS SP-127.
2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
3. Brace a change of direction longer than 12 feet.

D. Install cables so they do not bend across edges of adjacent equipment or building structure.

E. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES providing required submittals for component.

F. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

I. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the Commissioner if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Install flexible connections in piping where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where the connections terminate with connection to equipment that is anchored to a different structural element from the one supporting the connections as they approach equipment.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Provide evidence of recent calibration of test equipment by a testing agency.
2. Schedule test with the City of New York, through Commissioner, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
3. Obtain Commissioner's approval before transmitting test loads to structure. Provide temporary load-spreading members.
4. Test at least four of each type and size of installed anchors and fasteners selected by the Commissioner.
5. Test to 90 percent of rated proof load of device.
6. Measure isolator restraint clearance.
7. Measure isolator deflection.
8. Verify snubber minimum clearances.
9. Air-Mounting System Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
10. Air-Mounting System Operational Test: Test the compressed-air leveling system.
11. Test and adjust air-mounting system controls and safeties.
12. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.

D. Remove and replace malfunctioning units and retest as specified above.

E. Prepare test and inspection reports.

3.6 ADJUSTING

A. Adjust isolators after piping system is at operating weight.

B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.

C. Adjust air-spring leveling mechanism.

D. Adjust active height of spring isolators.

E. Adjust restraints to permit free movement of equipment within normal mode of operation.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to instruct City of New York's maintenance personnel to adjust, operate, and maintain air-mounting systems. Refer to "DDC General Conditions."

3.8 HVAC VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE SCHEDULE

A. As scheduled on drawings.

1. Equipment Location
2. Pads:

    a. Material: Neoprene.
    b. Thickness: 2 inches.
    c. Number of Pads: thick.

3. Isolator Type
4. Base Type
5. Minimum Deflection: 2 inches.
6. Component Importance Factor: 1.5.
7. Component Response Modification Factor: 1.5.
8. Component Amplification Factor: 1.0.

Equipment	Base Type	Isolator Type	Minimum Static Deflection (inches)	Seismic Restraint Type (if part of life safety or hazardous component)
Floor Mounted Centrifugal Fans	B-1	A	1.0	II
Pumps	B-2	A	1.0	II
Generators	--	B	1.0	I

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SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

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].

1.2 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.
4. Duct labels.
5. Stencils.
6. Valve tags.
7. Access Tile Identification.
8. Warning tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated, manufacturer's catalog data, including size, color and materials.

B. Samples: For color, letter style, and graphic representation required for each identification material and device.

C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

D. Valve numbering scheme.

E. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Comply with ASME A 13.1 "Scheme for the Identification of Piping Systems."

1.5 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
3. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel rivets or self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black.
3. Background Color: White.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

D. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where

equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.

B. Letter Color: Black.

C. Background Color: White.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to partially cover circumference of pipe and to attach to pipe without fasteners or adhesive.

1. NPS 5 and smaller: Attach to pipe without fasteners or adhesive.

C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
2. Lettering Size: At least 1-1/2 inches high.

D. Maximum Temperature: Able to withstand temperatures up to 180 deg F.

2.4 DUCT LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.

B. Letter Color: Black.

C. Background Color: White.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings, duct size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions, or as separate unit on each duct label to indicate flow direction.
2. Lettering Size: At least 1-1/2 inches high.

2.5 STENCILS

A. Stencils: Prepared with letter sizes according to ASME A13.1 for piping; minimum letter height of 1-1/4 inches for ducts; and minimum letter height of 3/4 inch for access panel and door labels, equipment labels, and similar operational instructions.

1. Stencil Material: Aluminum.
2. Stencil Paint: Exterior, gloss, acrylic enamel black unless otherwise indicated. Paint may be in pressurized spray-can form.
3. Identification Paint: Exterior, acrylic enamel in colors according to ASME A13.1 unless otherwise indicated.

2.6 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass wire-link or beaded chain; or S-hook.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

2.7 ACCESS TILE IDENTIFICATION

A. Buttons, tabs, and markers: To identify location of concealed work.

B. Type: As approved by Commissioner.

2.8 WARNING TAGS

A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.

1. Size: Approximately 4 by 7 inches.
2. Fasteners: Brass grommet and wire.
3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
4. Color: Yellow background with black lettering.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

A. Stenciled Pipe Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, on each piping system.

1. Identification Paint: Use for contrasting background.
2. Stencil Paint: Use for pipe marking.

B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.

C. Pipe Label Color Schedule:

1. Steam Piping:

   a. Background Color: Black.
   b. Letter Color: White.

2. Steam Condensate Piping:

   a. Background Color: Black.
   b. Letter Color: White.

3. Vent and Relief Piping:

   a. Background Color: White.
   b. Letter Color: Black.

4. Fuel and Diesel Oil Piping:

   a. Background Color: White.
   b. Letter Color: Black.

3.4 DUCT LABEL INSTALLATION

A. Install plastic-laminated duct labels with permanent adhesive on air ducts in the following color codes:

1. Blue: For cold-air supply ducts.
2. Green: For exhaust-air ducts.
3. ASME A13.1 Colors and Designs: For hazardous material exhaust.

B. Stenciled Duct Label Option: Stenciled labels, showing service and flow direction, may be provided instead of plastic-laminated duct labels, at Installer's option, if lettering larger than 1 inch high is needed for proper identification because of distance from normal location of required identification.

C. Locate labels near points where ducts enter into concealed spaces and at maximum intervals of 50 feet in each space where ducts are exposed or concealed by removable ceiling system.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:

1. Valve-Tag Size and Shape:

   a. Steam: 2 inches, round.
   b. Steam Condensate 2 inches (50mm) round
   c. Vent and Relief: 2 inches, round.
   d. Fuel and Diesel Oil: 2 inches, round.

2. Valve-Tag Color:

   a. Low-Pressure Steam: Yellow.
   b. Steam Condensate: Green.
   c. Vent and Relief: Green.
   d. Fuel and Diesel Oil: Green.

3. Letter Color:

   a. Steam: White.
   b. Steam Condensate: White.
   c. Vent and Fill: White.
   d. Fuel and Diesel Oil: White.

3.6 ACCESS TILE IDENTIFICATION

A. Install buttons, tabs, or markers, where removable ceiling tiles are provided, to identify location of:

1. Valves.
2. Volume dampers.
3. Terminal Units.
4. Other concealed equipment requiring access.

3.7 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 23 05 53

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the providing of labor, materials, equipment, and services necessary for complete testing, adjusting, balancing (TAB) of all heating, ventilating and air conditioning systems in accordance with the contract documents and all applicable codes, for the following:

1. Air Systems: Balancing of air distribution systems including supply, return and exhaust systems, condensing units, all fan-coils and related equipment for:
    a. Constant-volume air systems.
    b. Variable-air-volume systems.
    c. Induction-unit systems.
    d. Terminal devices for HVAC systems.
2. Vibration measuring.
3. Sound level measuring.
4. Existing systems TAB.
    a. Recording flow of existing air and water systems which are to remain.
    b. Rebalancing and adjusting of existing systems.
5. Verifying that automatic control devices are functioning properly.
6. Reporting results of activities and procedures specified in this Section.
7. Equipment Use Permits.

1.3 DEFINITIONS

A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.

B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.

C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.

D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.

E. NC: Noise criteria.

F. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.

G. RC: Room criteria.

H. Report Forms: Test data sheets for recording test data in logical order.

I. Smoke-Control System: An engineered system that uses fans to produce airflow and pressure differences across barriers to limit smoke movement.

J. Smoke-Control Zone: A space within a building that is enclosed by smoke barriers and is a part of a zoned smoke-control system.

K. Stair Pressurization System: A type of smoke-control system that is intended to positively pressurize stair towers with outdoor air by using fans to keep smoke from contaminating the stair towers during an alarm condition.

L. Static Head: The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.

M. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.

N. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

O. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.

P. TAB: Testing, adjusting, and balancing.

Q. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.

R. Test: A procedure to determine quantitative performance of systems or equipment.

S. Testing, Adjusting, and Balancing (TAB) Firm: The entity responsible for performing and reporting TAB procedures.

1.4 SUBMITTALS

A. Qualification Data: Within 30 days from Contractor's Notice to Proceed, submit 4 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

B. Strategies and Procedures Plan: Within 60 days from Contractor's Notice to Proceed, submit 4 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.

C. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.

D. Sample Report Forms: Submit two sets of sample TAB report forms.

E. Warranties specified in this Section.

F. At least fifteen (15) days prior to starting field work, submit three (3) copies of report forms filled out, including design flow values, installed equipment pressure drops and required air flow for air terminals. Submit a complete list of instruments proposed to be used, organized in appropriate categories and include data sheets for each. Indicate each manufacturer and model number, description and use when needed to further identify instrument, size or capacity range and latest calibration date.
   1. Commissioner will review submittals for compliance with Contract Documents, and will return one set marked to indicate discrepancies noted between data shown and Contract Documents, additional, or more accurate, instruments required and requests for recalibration of specific instruments.
   2. Submit proposed method of balancing variable air volume systems to account for system diversity.

1.5 QUALITY ASSURANCE

A. TAB Firm Qualifications: Engage a TAB firm properly trained by AABC, NEBB, or TABB.

   1. Furnish documentation that TAB firm is a member of one of the noted entities and that it has satisfactorily balanced at least three systems of comparable type and size of this project. Include list of such projects. TAB contractor shall be a certified member of the Testing Adjusting and Balancing Bureau (TABB) or the National Environmental Balancing Bureau (NEBB).

B. TAB Conference: Meet with commissioner on approval of TAB strategies and procedures plan to develop a mutual understanding of the details. Ensure the participation of TAB team members, equipment manufacturers' authorized service representatives, HVAC controls installers, and other support personnel. Provide seven days' advance notice of scheduled meeting time and location.

1. Agenda Items: Include at least the following:

   a. Submittal distribution requirements.
   b. The Contract Documents examination report.
   c. TAB plan.
   d. Work schedule and Project-site access requirements.
   e. Coordination and cooperation of trades and subcontractors.
   f. Coordination of documentation and communication flow.

C. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:

1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.

D. TAB Report Forms: Use standard forms from TAB firm's forms approved by the Commissioner.

E. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems."

F. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.

1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

G. ASHRAE Compliance: Applicable requirements in the latest edition of ASHRAE 62.1-, Section 7.2.2 - "Air Balancing."

H. ASHRAE/IESNA 90.1 Latest Edition Compliance: Applicable requirements in the latest edition of ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.6 PROJECT CONDITIONS

A. Full City of New York Occupancy: City of New York will occupy the site and existing building during entire TAB period. Cooperate with Commissioner during TAB operations to minimize conflicts with City of New York's operations.

1.7 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.

B. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.

C. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

1.8 GUARANTEE

A. Guarantee includes the following provisions:

1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
2. Systems are balanced to optimum performance capabilities within design and installation limits.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
1. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

B. Examine approved submittal data of HVAC systems and equipment.

C. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

D. Examine equipment performance data including fan and pump curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under

conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.

E. Examine system and equipment installations to verify that they are complete and that testing, cleaning and adjusting specified in individual Sections have been performed.

F. Examine system and equipment test reports.

G. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.

H. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.

I. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

J. Examine terminal units, such as variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.

K. Examine plenum ceilings used for supply air to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.

L. Examine strainers for clean screens and proper perforations.

M. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.

N. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

O. Examine system pumps to ensure absence of entrained air in the suction piping.

P. Examine equipment for installation and for properly operating safety interlocks and controls.

Q. Examine automatic temperature system components to verify the following:

1. Dampers, valves, and other controlled devices are operated by the intended controller.
2. Dampers and valves are in the position indicated by the controller.
3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units, mixing boxes, and variable-air-volume terminals.
4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.

5. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
6. Sensors are located to sense only the intended conditions.
7. Sequence of operation for control modes is according to the Contract Documents.
8. Controller set points are set at indicated values.
9. Interlocked systems are operating.
10. Changeover from heating to cooling mode occurs according to indicated values.

R. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values. Submit report recommending addition and/or relocation of balancing devices, including, but not limited to, volume dampers, balancing valves, flow metering devices for air and water, and pressure and temperature measuring points.

3.2 PREPARATION

A. Prepare a TAB plan that includes strategies and step-by-step procedures.

B. Complete system readiness checks and prepare system readiness reports. Verify the following:

1. Permanent electrical power wiring is complete.
2. Hydronic systems are filled, clean, and free of air.
3. Automatic temperature-control systems are operational.
4. Equipment and duct access doors are securely closed.
5. Balance, smoke, and fire dampers are open.
6. Isolating and balancing valves are open and control valves are operational.
7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
8. Windows and doors can be closed so indicated conditions for system operations can be met.
9. Ensure that special equipment such as computers, laboratory equipment, and electronic equipment are in full operation.
10. When operation testing is performed before final computer, laboratory and other equipment are installed, provide temporary electric heat loads in rooms, at no extra cost to City of New York. Capacity of heating devices shall be such as to equal full heat gain in rooms, with exact capacity and location as directed by the Commissioner. Provide heating devices, wiring, connecting fittings compatible with electric circuits, operating and safety controls and other devices, as required. Other heating mediums than electrical may be proposed for approval by Commissioner.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" and this Section.

1. Comply with requirements in the latest edition of ASHRAE 62.1, Section 7.2.2 - "Air Balancing."

B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.

C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct airflow measurements.

E. Check airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling unit components.

L. Check for proper sealing of air duct system.

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure fan static pressures to determine actual static pressure as follows:

    a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet or through the flexible connection.
    c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
    d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

2. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.

    a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.

3. Measure static pressures entering and leaving other devices such as sound traps, heat recovery equipment, and air washers, under final balanced conditions.
4. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
5. Obtain approval from Commissioner for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
6. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.

    a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure terminal outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.

D. Adjust terminal outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using volume dampers rather than extractors and the dampers at air terminals.

1. Adjust each outlet in same room or space to within plus or minus 5 percent of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

A. Compensating for Diversity: When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a maximum set-point airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.

B. Pressure-Independent, Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

1. Set outside-air dampers at minimum, and return- and exhaust-air dampers at a position that simulates full-cooling load.
2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
3. Measure total system airflow. Adjust to within +10% of indicated airflow.
4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.

    a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.

6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.
7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
8. Record the final fan performance data.

C. Pressure-Dependent, Variable-Air-Volume Systems without Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

1. Balance systems similar to constant-volume air systems.
2. Set terminal units and supply fan at full-airflow condition.
3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
4. Readjust fan airflow for final maximum readings.
5. Measure operating static pressure at the sensor that controls the supply fan, if one is installed, and verify operation of the static-pressure controller.
6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.

    a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.

8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.

D. Pressure-Dependent, Variable-Air-Volume Systems with Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

1. Set system at maximum indicated airflow by setting the required number of terminal units at minimum airflow. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.
2. Adjust supply fan to maximum indicated airflow with the variable-airflow controller set at maximum airflow.
3. Set terminal units at full-airflow condition.
4. Adjust terminal units starting at the supply-fan end of the system and continuing progressively to the end of the system. Adjust inlet dampers of each terminal unit to indicated airflow. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
5. Adjust terminal units for minimum airflow.
6. Measure static pressure at the sensor.
7. Measure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.

3.7 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer, model, and serial numbers.

2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.8 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.

1. Measure and record the operating speed, airflow, and static pressure of each fan.
2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
3. Check the refrigerant charge.
4. Check the condition of filters.
5. Check the condition of coils.
6. Check the operation of the drain pan and condensate drain trap.
7. Check bearings and other lubricated parts for proper lubrication.
8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.

B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished.

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows and determine the new fan, speed, filter, and coil face velocity.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the airflow and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated airflow and water flow rates. If 5 percent or less, equipment adjustments are not required.

4. Air balance each air outlet.

3.9 TEMPERATURE-CONTROL VERIFICATION

A. Verify that controllers are calibrated and commissioned.

B. Check transmitter and controller locations and note conditions that would adversely affect control functions.

C. Record controller settings and note variances between set points and actual measurements.

D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).

E. Check free travel and proper operation of control devices such as damper and valve operators.

F. Check the sequence of operation of control devices. Note air pressures and device positions and correlate with airflow and water flow measurements. Note the speed of response to input changes.

G. Check the interaction of electrically operated switch transducers.

H. Check the interaction of interlock and lockout systems.

I. Check main control supply-air pressure and observe compressor and dryer operations.

J. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.

K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.10 TOLERANCES

A. Set HVAC system airflow and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
2. Air Outlets and Inlets: 0 to minus 10 percent.
3. Heating-Water Flow Rate: 0 to minus 10 percent.
4. Cooling-Water Flow Rate: 0 to minus 5 percent.

3.11 REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to

HVAC systems and general construction to allow access for performance measuring and balancing devices.

B. Status Reports: As Work progresses, prepare reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.12 FINAL REPORT

A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.

B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing commissioner.

1. Include a list of instruments used for procedures, along with proof of calibration.

C. Final Report Contents: In addition to certified field report data, include the following:
1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.

D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:

1. Title page.
2. Name and address of TAB firm.
3. Project name.
4. Project location.
5. Commissioner's name and address.
6. Contractor's name and address.
7. Report date.
8. Signature of TAB firm who certifies the report.
9. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
10. Summary of contents including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

11. Nomenclature sheets for each item of equipment.
12. Data for terminal units, including manufacturer, type size, and fittings.

13. Notes to explain why certain final data in the body of reports varies from indicated values.
14. Test conditions for fans and pump performance forms including the following:

    a. Settings for outside-, return-, and exhaust-air dampers.
    b. Conditions of filters.
    c. Cooling coil, wet- and dry-bulb conditions.
    d. Face and bypass damper settings at coils.
    e. Fan drive settings including settings and percentage of maximum pitch diameter.
    f. Inlet vane settings for variable-air-volume systems.
    g. Settings for supply-air, static-pressure controller.
    h. Other system operating conditions that affect performance.

E. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outside, supply, return, and exhaust airflows.
2. Water and steam flow rates.
3. Duct, outlet, and inlet sizes.
4. Pipe and valve sizes and locations.
5. Terminal units.
6. Balancing stations.
7. Position of balancing devices.

F. Air-Handling Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data: Include the following:

    a. Unit identification.
    b. Location.
    c. Make and type.
    d. Model number and unit size.
    e. Manufacturer's serial number.
    f. Unit arrangement and class.
    g. Discharge arrangement.
    h. Sheave make, size in inches (mm), and bore.
    i. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
    j. Number of belts, make, and size.
    k. Number of filters, type, and size.

2. Motor Data:

    a. Make and frame type and size.
    b. Horsepower and rpm.
    c. Volts, phase, and hertz.
    d. Full-load amperage and service factor.
    e. Sheave make, size in inches (mm), and bore.
    f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).

3. Test Data (Indicated and Actual Values):

   a. Total airflow rate in cfm (L/s).
   b. Total system static pressure in inches wg (Pa).
   c. Fan rpm.
   d. Discharge static pressure in inches wg (Pa).
   e. Filter static-pressure differential in inches wg (Pa).
   f. Preheat coil static-pressure differential in inches wg (Pa).
   g. Cooling coil static-pressure differential in inches wg (Pa).
   h. Heating coil static-pressure differential in inches wg (Pa).
   i. Outside airflow in cfm (L/s).
   j. Return airflow in cfm (L/s).
   k. Outside-air damper position.
   l. Return-air damper position.
   m. Vortex damper position.

G. Apparatus-Coil Test Reports:

1. Coil Data:

   a. System identification.
   b. Location.
   c. Coil type.
   d. Number of rows.
   e. Fin spacing in fins per inch (mm) o.c.
   f. Make and model number.
   g. Face area in sq. ft. (sq. m).
   h. Tube size in NPS (DN).
   i. Tube and fin materials.
   j. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

   a. Airflow rate in cfm (L/s).
   b. Average face velocity in fpm (m/s).
   c. Air pressure drop in inches wg (Pa).
   d. Outside-air, wet- and dry-bulb temperatures in deg F (deg C).
   e. Return-air, wet- and dry-bulb temperatures in deg F (deg C).
   f. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
   g. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).
   h. Water flow rate in gpm (L/s).
   i. Water pressure differential in feet of head or psig (kPa).
   j. Entering-water temperature in deg F (deg C).
   k. Leaving-water temperature in deg F (deg C).
   l. Refrigerant expansion valve and refrigerant types.
   m. Refrigerant suction pressure in psig (kPa).
   n. Refrigerant suction temperature in deg F (deg C).
   o. Inlet steam pressure in psig (kPa).

H. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

1. Unit Data:

   a. System identification.
   b. Location.
   c. Make and type.
   d. Model number and unit size.
   e. Manufacturer's serial number.
   f. Fuel type in input data.
   g. Output capacity in Btuh (kW).
   h. Ignition type.
   i. Burner-control types.
   j. Motor horsepower and rpm.
   k. Motor volts, phase, and hertz.
   l. Motor full-load amperage and service factor.
   m. Sheave make, size in inches (mm), and bore.
   n. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).

2. Test Data (Indicated and Actual Values):

   a. Total airflow rate in cfm (L/s).
   b. Entering-air temperature in deg F (deg C).
   c. Leaving-air temperature in deg F (deg C).
   d. Air temperature differential in deg F (deg C).
   e. Entering-air static pressure in inches wg (Pa).
   f. Leaving-air static pressure in inches wg (Pa).
   g. Air static-pressure differential in inches wg (Pa).
   h. Low-fire fuel input in Btuh (kW).
   i. High-fire fuel input in Btuh (kW).
   j. Manifold pressure in psig (kPa).
   k. High-temperature-limit setting in deg F (deg C).
   l. Operating set point in Btuh (kW).
   m. Motor voltage at each connection.
   n. Motor amperage for each phase.
   o. Heating value of fuel in Btuh (kW).

I. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

   a. System identification.
   b. Location.
   c. Make and type.
   d. Model number and size.
   e. Manufacturer's serial number.
   f. Arrangement and class.
   g. Sheave make, size in inches (mm), and bore.

h. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).

2. Motor Data:

a. Make and frame type and size.
b. Horsepower and rpm.
c. Volts, phase, and hertz.
d. Full-load amperage and service factor.
e. Sheave make, size in inches (mm), and bore.
f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
g. Number of belts, make, and size.

3. Test Data (Indicated and Actual Values):

a. Total airflow rate in cfm (L/s).
b. Total system static pressure in inches wg (Pa).
c. Fan rpm.
d. Discharge static pressure in inches wg (Pa).
e. Suction static pressure in inches wg (Pa).

J. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:

a. System and air-handling unit number.
b. Location and zone.
c. Traverse air temperature in deg F (deg C).
d. Duct static pressure in inches wg (Pa).
e. Duct size in inches (mm).
f. Duct area in sq. ft. (sq. m).
g. Indicated airflow rate in cfm (L/s).
h. Indicated velocity in fpm (m/s).
i. Actual airflow rate in cfm (L/s).
j. Actual average velocity in fpm (m/s).
k. Barometric pressure in psig (Pa).

K. Air-Terminal-Device Reports:

1. Unit Data:

a. System and air-handling unit identification.
b. Location and zone.
c. Test apparatus used.
d. Area served.
e. Air-terminal-device make.
f. Air-terminal-device number from system diagram.
g. Air-terminal-device type and model number.
h. Air-terminal-device size.

i. Air-terminal-device effective area in sq. ft. (sq. m).

2. Test Data (Indicated and Actual Values):

a. Airflow rate in cfm (L/s).
b. Air velocity in fpm (m/s).
c. Preliminary airflow rate as needed in cfm (L/s).
d. Preliminary velocity as needed in fpm (m/s).
e. Final airflow rate in cfm (L/s).
f. Final velocity in fpm (m/s).
g. Space temperature in deg F (deg C).

L. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

a. System and air-handling unit identification.
b. Location and zone.
c. Room or riser served.
d. Coil make and size.
e. Flowmeter type.

2. Test Data (Indicated and Actual Values):

a. Airflow rate in cfm (L/s).
b. Entering-water temperature in deg F (deg C).
c. Leaving-water temperature in deg F (deg C).
d. Water pressure drop in feet of head or psig (kPa).
e. Entering-air temperature in deg F (deg C).
f. Leaving-air temperature in deg F (deg C).

M. Compressor and Condenser Reports: For refrigerant side of unitary systems, stand-alone refrigerant compressors, air-cooled condensing units, or water-cooled condensing units, include the following:

1. Unit Data:

a. Unit identification.
b. Location.
c. Unit make and model number.
d. Compressor make.
e. Compressor model and serial numbers.
f. Refrigerant weight in lb (kg).
g. Low ambient temperature cutoff in deg F (deg C).

2. Test Data (Indicated and Actual Values):

a. Inlet-duct static pressure in inches wg (Pa).
b. Outlet-duct static pressure in inches wg (Pa).

c. Entering-air, dry-bulb temperature in deg F (deg C).
d. Leaving-air, dry-bulb temperature in deg F (deg C).
e. Condenser entering-water temperature in deg F (deg C).
f. Condenser leaving-water temperature in deg F (deg C).
g. Condenser-water temperature differential in deg F (deg C).
h. Condenser entering-water pressure in feet of head or psig (kPa).
i. Condenser leaving-water pressure in feet of head or psig (kPa).
j. Condenser-water pressure differential in feet of head or psig (kPa).
k. Control settings.
l. Unloader set points.
m. Low-pressure-cutout set point in psig (kPa).
n. High-pressure-cutout set point in psig (kPa).
o. Suction pressure in psig (kPa).
p. Suction temperature in deg F (deg C).
q. Condenser refrigerant pressure in psig (kPa).
r. Condenser refrigerant temperature in deg F (deg C).
s. Oil pressure in psig (kPa).
t. Oil temperature in deg F (deg C).
u. Voltage at each connection.
v. Amperage for each phase.
w. Kilowatt input.
x. Crankcase heater kilowatt.
y. Number of fans.
z. Condenser fan rpm.
aa. Condenser fan airflow rate in cfm (L/s).
bb. Condenser fan motor make, frame size, rpm, and horsepower.
cc. Condenser fan motor voltage at each connection.
dd. Condenser fan motor amperage for each phase.

N. Vibration Measurement Reports:

1. Date and time of test.
2. Vibration meter manufacturer, model number, and serial number.
3. Equipment designation, location, equipment, speed, motor speed, and motor horsepower.
4. Diagram of equipment showing the vibration measurement locations.
5. Measurement readings for each measurement location.
6. Calculate isolator efficiency using measurements taken.
7. Description of predominant vibration source.

O. Sound Measurement Reports: Record sound measurements on octave band and dBA test forms and on an NC or RC chart indicating the decibel level measured in each frequency band for both "background" and "HVAC system operating" readings. Record each tested location on a separate NC or RC chart. Record the following on the forms:

1. Date and time of test. Record each tested location on its own NC curve.
2. Sound meter manufacturer, model number, and serial number.
3. Space location within the building including floor level and room number.
4. Diagram or color photograph of the space showing the measurement location.
5. Time weighting of measurements, either fast or slow.

6. Description of the measured sound: steady, transient, or tonal.
7. Description of predominant sound source.

P. Instrument Calibration Reports:

1. Report Data:

   a. Instrument type and make.
   b. Serial number.
   c. Application.
   d. Dates of use.
   e. Dates of calibration.

3.13 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the Final Report.
2. Randomly check the following for each system:

   a. Measure airflow of at least 10 percent of air outlets.
   b. Measure water flow of at least 5 percent of terminals.
   c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
   d. Measure sound levels at two locations.
   e. Measure space pressure of at least 10 percent of locations.
   f. Verify that balancing devices are marked with final balance position.
   g. Note deviations to the Contract Documents in the Final Report.

B. Final Inspection:

1. After initial inspection is complete and evidence by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Commissioner.
2. TAB firm test and balance engineer shall conduct the inspection in the presence of Commissioner.
3. Commissioner shall randomly select measurements documented in the final report to be rechecked. The rechecking shall be limited to either 10 percent of the total measurements recorded, or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If the rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

6. TAB firm shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes and resubmit the final report.

3.14 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions.

3.15 RECORD OF EXISTING AIRFLOW

A. Prior to demolition of existing work, measure and record existing air flows in main supply, return and exhaust ducts of each system. Make pitot tube traverse in sections of existing ducts which are to remain, or as near as practicable. Use these recorded measurements to rebalance existing duct systems after completion of new systems.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section includes insulating the following duct services:
1. Outdoor, concealed supply and return.
2. Outdoor, exposed supply and return.

B. Related Sections:

1. Section 233113 "Metal Ducts" for duct liners.

1.3 SUBMITTALS

A. Action Submittals:
1. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets.
2. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
   a. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
   b. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
   c. Detail application of field-applied jackets.
   d. Detail application at linkages of control devices.
3. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:
   a. Sheet Form Insulation Materials: 12 inches (300 mm) square.
   b. Sheet Jacket Materials: 12 inches (300 mm) square.

c. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

B. Informational Submittals:
1. Qualification Data: For qualified Installer.
2. Material Test Reports: From a qualified testing agency acceptable to City of New York, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
3. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have been properly trained by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to City of New York. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

C. Sealant shall meet the applicable requirements of UL-181, 181A or 181B.

D. Duct insulation R values shall be based on insulation only and tested in accordance with ASTM C-518 or C-177.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Insulation shall comply with ASHRAE/IESNA 90.1, all applicable codes and requirements of the NYC BC. All supply and return air ducts and plenums shall be insulated with a minimum of R-5 insulation when located in unconditioned spaces within the building enclosure including hung ceiling spaces and with a minimum of R-8 insulation when located outside the building.

D. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

E. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

F. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

G. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Aeroflex USA, Inc.; Aerocel.
b. Armacell LLC; AP Armaflex.
c. K-Flex USA; Insul-Sheet, K-Flex Gray Duct Liner, and K-FLEX LS.
d. Or approved equal.

2. Thermal Conductivity (k-value) at 75°F (24°C) mean temperature is 0.245 Btu x in./hr. x ft. x degree F. (0.036 W/m x K) or less. Water absorption not be more than 0.2% by volume.

H. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. CertainTeed Corp; Soft Touch Duct Wrap.
   b. Johns Manville; Microlite
   c. Knauf Insulation; Friendly Feel Duct Wrap.
   d. Manson Insulation Inc.; Alley Wrap.
   e. Owens Corning; SOFTR All Service Duct Wrap.
   f. Or approved equal.

2. Thermal Conductivity (k-value) at 75°F (24°C) mean temperature is 0.29 Btu x in./hr. x ft. x degree F. (0.043 W/m x K) or less.

I. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. CertainTeed Corp; Commercial Board.
   b. Johns Manville; 800 Series Spin-glas.
   c. Knauf Insulation; Insulation Board.
   d. Manson Insulation Inc; AK Board
   e. Owens Corning; Fiberglas 700 Series.
   f. Or approved equal.

2. Thermal Conductivity (k-value) at 75°F (24°C) mean temperature is 0.23 Btu x in./hr. x ft. x degree F. (0.033 W/m x K) or less.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Aeroflex USA, Inc; Aeroseal.
   b. Armacell LLC; Armaflex 520 Adhesive.
   c. Foster Brand, of H. B. Fuller Company; 85-75.
   d. K-Flex USA; R-373 Contact Adhesive.
   e. Or approved equal.

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Childers Brand, of H. B. Fuller Company; CP-127.
   b. Eagle Bridges - Marathon Industries; 225.
   c. Foster Brand, of H. B. Fuller Company; 85-60/85-70.
   d. Mon-Eco Industries, Inc; 22-25.
   e. Or approved equal.

D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Childers Brand, of H. B. Fuller Company; CP-82.
   b. Eagle Bridges - Marathon Industries; 225.
   c. Foster Brand, of H. B. Fuller Company; 85-50.
   d. Mon-Eco Industries, Inc.; 22-25.
   e. Or approved equal.

E. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Dow Corning Corporation; 739, Dow Silicone.
   b. Johns Manville;.Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
   c. P.I.C. Plastics, Inc; Welding Adhesive.
   d. Speedline Corporation; Polyco VP Adhesive.
   e. Or approved equal.

2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Foster Brand, of H. B. Fuller Company; 30-80/30-90.
   b. Vimasco Corporation; 749.
   c. Eagle Bridges - Marathon Industries
   d. Mon-Eco Industries, Inc;
   e. Or approved equal.

2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.

5. Color: White.

C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Brand, of H. B. Fuller Company; CP-30.
   b. Eagle Bridges - Marathon Industries; 501.
   c. Foster Brand, of H. B. Fuller Company; 30-35.
   d. Mon-Eco Industries, Inc.; 55-10.
   e. Or approved equal.

2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.03 metric perm) at 35-mil (0.9-mm) dry film thickness.
3. Service Temperature Range: 0 to 180 deg F (Minus 18 to plus 82 deg C).
4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
5. Color: White.

D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Brand, of H. B. Fuller Company; Encacel.
   b. Eagle Bridges - Marathon Industries; 570.
   c. Foster Brand, of H. B. Fuller Company; 60-95/60-96.
   d. Or approved equal.

2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.033 metric perm) at 30-mil (0.8-mm) dry film thickness.
3. Service Temperature Range: Minus 50 to plus 220 deg F (Minus 46 to plus 104 deg C).
4. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
5. Color: White.

E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Brand, of H. B. Fuller Company; CP-10.
   b. Eagle Bridges - Marathon Industries; 550.
   c. Foster Brand, of H. B. Fuller Company; 46-50.
   d. Mon-Eco Industries, Inc.; 55-50.
   e. Or approved equal.

2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms (1.2 metric perms) at 0.0625-inch (1.6-mm) dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
4. Solids Content: 60 percent by volume and 66 percent by weight.

5. Color: White.

2.4 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, of H. B. Fuller Company; CP-50 AHV2.
b. Foster Brand, of H. B. Fuller Company; 30-36.
c. Vimasco Corporation; 713 and 714.
d. Or approved equal.

2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
3. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
4. Color: White.

2.5 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, of H. B. Fuller Company; CP-76.
b. Eagle Bridges - Marathon Industries; 405.
c. Foster Brand, of H. B. Fuller Company; 95-44.
d. Mon-Eco Industries, Inc; 44-05.
e. Or approved equal.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
5. Color: Aluminum.

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, of H. B. Fuller Company; CP-76.
b. Eagle Bridges - Marathon Industries
c. Foster Brand, of H. B. Fuller Company
d. Mon-Eco Industries, Inc;
e. Or approved equal.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.6 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Glass-Fiber Fabric: Approximately 6 oz./sq. yd. (203 g/sq. m) with a thread count of 5 strands by 5 strands/sq. in. (2 strands by 2 strands/sq. mm) for covering ducts.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Brand, of H. B. Fuller Company; Chil-Glas No.5.
   b. US Composites
   c. Coastal Construction products
   d. Or approved equal

B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. (34 g/sq. m) with a thread count of 10 strands by 10 strands/sq. in. (4 strands by 4 strands/sq. mm), in a Leno weave, for ducts.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Foster Brand, of H. B. Fuller Company; Mast-A-Fab.
   b. Vimasco Corporation; Elastafab 894.
   c. Composite Envisions
   d. Or approved equal

2.8 FIELD-APPLIED CLOTHS

A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd. (271 g/sq. m).

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Alpha Associates, Inc.; Alpha-Maritex 84215 and 84217/9485RW, Luben 59.
   b. US Composites
   c. Coastal Construction products
   d. Or approved equal

2.9 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Johns Manville; Zeston.
   b. P.I.C. Plastics, Inc.; FG Series.
   c. Proto Corporation; LoSmoke.
   d. Speedline Corporation; SmokeSafe.
   e. Or approved equal.

2. Adhesive: As recommended by jacket material manufacturer.
3. Color: White.

D. Metal Jacket:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Metal Jacketing Systems.
   b. ITW Insulation Systems; Aluminum and Stainless Steel Jacketing.
   c. RPR Products, Inc.; Insul-Mate.
   d. Or approved equal.

2. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005, Temper H-14.

   a. Sheet and roll stock ready for shop or field sizing.

b. Finish and thickness are indicated in field-applied jacket schedules.
c. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
d. Or approved equal.

3. Stainless-Steel Jacket: ASTM A 167 or ASTM A 240/A 240M.

a. Sheet and roll stock ready for shop or field sizing.
b. Material, finish, and thickness are indicated in field-applied jacket schedules.
c. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
d. Or approved equal.

E. Self-Adhesive Outdoor Jacket: 60-mil- (1.5-mm-) thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with white aluminum-foil facing.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Polyguard Products, Inc.; Alumaguard 60.
b. VentureTape.
c. FlexClad.
d. Or approved equal

2.10 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0836.
b. Compac Corporation; 104 and 105.
c. Ideal Tape Co., Inc,;an American Biltrite Co.
d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
e. Or approved equal.

2. Width: 3 inches (75 mm).
3. Thickness: 11.5 mils (0.29 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
   b. Compac Corporation; 110 and 111.
   c. Ideal Tape Co., Inc,;an American Biltrite Co.
   d. Venture Tape; 1525 CW NT, 1528 CW Plus, and 1528 CW /SQ.
   e. Or approved equal.

2. Width: 3 inches (75 mm).
3. Thickness: 6.5 mils (0.16 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Compac Corporation; 130.
   b. Ideal Tape Co., Inc,;an American Biltrite Co.
   c. Venture Tape; 1506 CW NS.
   d. Or approved equal.

2. Width: 2 inches (50 mm).
3. Thickness: 6 mils (0.15 mm).
4. Adhesion: 64 ounces force/inch (0.7 N/mm) in width.
5. Elongation: 500 percent.
6. Tensile Strength: 18 lbf/inch (3.3 N/mm) in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
   b. Compac Corporation; 120.
   c. Ideal Tape Co., Inc,;an American Biltrite Co.
   d. Venture Tape; 3520 CW.
   e. Or approved equal.

2. Width: 2 inches (50 mm).
3. Thickness: 3.7 mils (0.093 mm).
4. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

2.11 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. ITW Insulation Systems; Gerrard Strapping and Seals.
   b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
   c. ACME Insulations.
   d. Or approved equal

2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.
3. Aluminum: ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch (0.51 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.
4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated.

   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      1) AGM Industries, Inc.; CWP-1.
      2) GEMCO; CD.
      3) Hardcast, Inc.
      4) Midwest Fasteners, Inc.; CD.
      5) Nelson Stud Welding; TPA, TPC, and TPS.
      6) Or approved equal.

2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      a) AGM Industries, Inc.; CHP-1.
      b) GEMCO; Cupped Head Weld Pin.
      c) Hard Cast, Inc.
      d) Midwest Fasteners, Inc.; Cupped Head
      e) Nelson Stud Welding; CHP.
      f) Or approved equal.

3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
      2) GEMCO; Perforated Base.
      3) Midwest Fasteners, Inc.; Spindle.
      4) Or approved equal.

   b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
   c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-(2.6-mm-) diameter shank, length to suit depth of insulation indicated.
   d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      1) GEMCO; Nylon Hangers.
      2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.
      3) AGM Industries.
      4) Or approved equal

   b. Baseplate: Perforated, nylon sheet, 0.030 inch (0.76 mm) thick by 1-1/2 inches (38 mm) in diameter.
   c. Spindle: Nylon, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches (63 mm).
   d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
      2) GEMCO; Peel & Press.
      3) Hardcast, Inc.
      4) Midwest Fasteners, Inc.; Self Stick.

5) Or approved equal.

b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated.
d. Adhesive-backed base with a peel-off protective cover.

6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

1) AGM Industries, Inc.; RC-150.
2) GEMCO; R-150.
3) Hardcast, Inc.
4) Midwest Fasteners, Inc.; WA-150.
5) Nelson Stud Welding; Speed Clips.
6) Or approved equal.

a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

1) GEMCO.
2) Midwest Fasteners, Inc.
3) AGM Industries.
4) Or approved equal

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- (19-mm-) wide, stainless steel or Monel.

D. Wire: 0.062-inch (1.6-mm) soft-annealed, stainless steel.
1. C & F Wire.

2.12 CORNER ANGLES

A. PVC Corner Angles: 30 mils (0.8 mm) thick, minimum 1 by 1 inch (25 by 25 mm), PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch (1.0 mm) thick, minimum 1 by 1 inch (25 by 25 mm), aluminum according to ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14.

C. Stainless-Steel Corner Angles: 0.024 inch (0.61 mm) thick, minimum 1 by 1 inch (25 by 25 mm), stainless steel according to ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.

3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches (100 mm) o.c.

    a. For below ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches (50 mm).
4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches (50 mm).

1. Comply with requirements in Section 078413 "Penetration Firestopping"irestopping and fire-resistive joint sealers.

E. Insulation Installation at Floor Penetrations:

1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches (50 mm).
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
b. On duct sides with dimensions larger than 18 inches (450 mm), place pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not overcompress insulation during installation.
e. Impale insulation over pins and attach speed washers.
f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches (75 mm).

5. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches (450 mm) o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
b. On duct sides with dimensions larger than 18 inches (450 mm), space pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not overcompress insulation during installation.
e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches (75 mm).

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

   1. Draw jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
   2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of lagging adhesive.
   3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:

   1. Draw jacket material smooth and tight.

2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated, install with 1-inch (25-mm) overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.8 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.

B. Insulate duct access panels and doors to achieve same fire rating as duct.

C. Install firestopping at penetrations through fire-rated assemblies.

3.9 FINISHES

A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below.

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Commissioner. Vary first and second coats to allow visual inspection of the completed Work.

D. Do not field paint aluminum or stainless-steel jackets.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Inspect ductwork, randomly selected by Commissioner, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.11 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
6. Indoor, exposed, Type I, commercial, kitchen hood exhaust.
7. Indoor, concealed oven and warewash exhaust.
8. Indoor, exposed oven and warewash exhaust.
9. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
10. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
11. Outdoor, concealed supply and return.
12. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.12 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. General:

1. Provide continuous unbroken vapor barrier on ducts and plenums with surface temperature below ambient.

B. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

C. Exposed, rectangular, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 3 inches (75 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 3 inches (75 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.

D. Exposed, rectangular, return-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 3 inches (75 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 3 inches (75 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.

E. Exposed, supply-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 3 inches (75 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 3 inches (75 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.

F. Exposed, return-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 3 inches (75 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 3 inches (75 mm) thick and 3-lb/cu. ft. (48-kg/cu. m) nominal density.

3.13 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Exposed, up to 48 Inches (1200 mm) in Diameter or with Flat Surfaces up to 72 Inches (1800 mm):

1. Aluminum, Smooth: 0.032 inch (0.81 mm) thick.
2. Stainless Steel, Type 304 or Type 316, Smooth 2B Finish: 0.020 inch (0.51 mm) thick.

D. Ducts and Plenums, Exposed, Larger Than 48 Inches (1200 mm) in Diameter or with Flat Surfaces Larger Than 72 Inches (1800 mm):

1. Aluminum, Smooth with 2-1/2-Inch- (65-mm-) Deep Corrugations: 0.032 inch (0.81 mm) thick.
2. Stainless Steel, Type 304 or Type 316, Smooth, with 2-1/2-Inch- (65-mm-) Deep Corrugations: 0.020 inch (0.51 mm) thick.
3. Self-Adhesive Outdoor Jacket, 60-mil thick, laminated vapor barrier and waterproofing membrane for installation over insulation.

END OF SECTION 230713

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SECTION 233113 - METAL DUCTS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Double-wall rectangular ducts and fittings.
3. Single-wall round ducts and fittings.
4. Double-wall round ducts and fittings.
5. Sheet metal materials.
6. Duct liner.
7. Sealants and gaskets.
8. Hangers and supports.
9. Seismic-restraint devices.

B. Related Sections:

1. Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Division 23 Section "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

A. Engineering Submittal: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.

1. Seismic Hazard Level A: Seismic force to weight ratio, 0.48.
2. Seismic Hazard Level B: Seismic force to weight ratio, 0.30.
3. Seismic Hazard Level C: Seismic force to weight ratio, 0.15.

1.4 SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.
3. Seismic-restraint devices.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment, seismic restraints, and vibration isolation.

C. Engineering Submittal:

1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.
5. Design Calculations: Calculations for selecting hangers and supports.

D. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.

3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.
    f. Perimeter moldings.

E. Welding certificates.

F. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 FLUSH FLAT SEAM RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class, except use sheet metal 2 gauge numbers heavier than required for classification with normal standing seam construction.

B. Transverse Joints: Fabricate joints in accordance with transverse joint detail shown on drawings. Provide all joints and seams, smooth, and alighted with no projections. In other aspects conform to SMACNA's "HVAC Duct Construction Standards" for applicable sealing requirements, duct-support intervals and other provisions.

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible." Install ducts with longitudinal seams at lop of ducts.

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 2, "Rectangular Duct Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

E. Reinforcing: Install vertical stays for interval reinforcement at transverse joints and at 2 foot intervals along run of duct, as follows:

1. Ducts up to 60 inches wide: Provide 1 vertical stay at mid-point of duct.
2. Ducts 61 inches to 90 inches wide: Provide 2 vertical stays at third points of duct.
3. Ducts over 90 inches wide: Provide 3 vertical stays at quarter points of duct.
4. Vertical Stays: 10 USSG galvanized steel, free of burrs and rough edges, with both ends bent and fastened to the top and bottom of ducts.

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 (Z180).
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. PVC-Coated, Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 (Z180).
2. Minimum Thickness for Factory-Applied PVC Coating: 4 mils (0.10 mm) thick on sheet metal surface of ducts and fittings exposed to corrosive conditions, and minimum 1 mil (0.025 mm) thick on opposite surface.
3. Coating Materials: Acceptable to City of New York for use on ducts listed and labeled by an NRTL for compliance with UL 181, Class 1.

D. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.

E. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.

F. Aluminum Sheets: Comply with ASTM B 209 (ASTM B 209M) Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.

G. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

H. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.4 DUCT LINER

A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

a. CertainTeed Corporation; Insulation Group.
b. Johns Manville.
c. Knauf Insulation.
d. Owens Corning or approved equal.
e. Maximum Thermal Conductivity:

1) Type I, Flexible: 0.27 Btu x in./h x sq. ft. x deg F (0.039 W/m x K) at 75 deg F (24 deg C) mean temperature.

2) Type II, Rigid: 0.23 Btu x in./h x sq. ft. x deg F (0.033 W/m x K) at 75 deg F (24 deg C) mean temperature.

f. Or approved equal

2. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
3. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

a. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C 534, Type II, Grade 1; and with NFPA 90A or NFPA 90B.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

a. Aeroflex USA Inc.
b. Armacell LLC.
c. Rubatex International, LLC
d. Or approved equal.

2. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
3. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.

a. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
b. Adhesive shall comply with the testing and product requirements of "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Natural-Fiber Duct Liner: 85 percent cotton, 10 percent borate, and 5 percent polybinding fibers, treated with a microbial growth inhibitor and complying with NFPA 90A or NFPA 90B.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

a. Bonded Logic, Inc.
b. Reflectix Inc.
c. The Green Products Company
d. Or approved equal

2. Maximum Thermal Conductivity: 0.24 Btu x in./h x sq. ft. x deg F (0.034 W/m x K) at 75 deg F (24 deg C) mean temperature when tested according to ASTM C 518.
3. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to ASTM E 84; certified by an NRTL.
4. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.

    a. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. Insulation Pins and Washers:

1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

E. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."

1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
3. Butt transverse joints without gaps, and coat joint with adhesive.
4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm (12.7 m/s).
7. Secure liner with mechanical fasteners 4 inches (100 mm) from corners and at intervals not exceeding 12 inches (300 mm) transversely; at 3 inches (75 mm) from transverse joints and at intervals not exceeding 18 inches (450 mm) longitudinally.
8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:

    a. Fan discharges.
    b. Intervals of lined duct preceding unlined duct.
    c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm (12.7 m/s) or where indicated.

9. Secure insulation between perforated sheet metal inner duct of same thickness as specified for outer shell. Use mechanical fasteners that maintain inner duct at uniform distance from outer shell without compressing insulation.

    a. Sheet Metal Inner Duct Perforations: 3/32-inch (2.4-mm) diameter, with an overall open area of 23 percent.

10. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: As per manufacturer's written instructions.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
10. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Sealant shall comply with the testing and product requirements of "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
8. Service: Indoor or outdoor.

9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Solvent-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
9. VOC: Maximum 395 g/L.
10. Sealant shall comply with the testing and product requirements of "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
11. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive or negative.
12. Service: Indoor or outdoor.
13. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg (0.14 L/s per sq. m at 250 Pa) and shall be rated for 10-inch wg (2500-Pa) static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

2.7 SEISMIC-RESTRAINT DEVICES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a division of Cooper Industries.
2. Ductmate Industries, Inc.
3. Hilti Corp.
4. Kinetics Noise Control.
5. Loos & Co.; Cableware Division.
6. Mason Industries.
7. TOLCO; a brand of NIBCO INC.
8. Unistrut Corporation; Tyco International, Ltd.
9. Or approved equal.

B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to City of New York.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

C. Channel Support System: Shop- or field-fabricated support assembly made of slotted steel channels rated in tension, compression, and torsion forces and with accessories for attachment to braced component at one end and to building structure at the other end. Include matching components and corrosion-resistant coating.

D. Restraint Cables: ASTM A 603, galvanized-steel cables with end connections made of cadmium-plated steel assemblies with brackets, swivel, and bolts designed for restraining cable service; and with an automatic-locking and clamping device or double-cable clips.

E. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.

F. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.8 FIRE BARRIER DUCT WRAP

A. Fire Barrier Wrap: Comply with ASTM E2336

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

   a. Duct Wrap 615+, 3M.
   b. Fyre Wrap Elite 1.5, Unifrax
   c. Fire Master by Thermal Ceramics
   d. Or approved equal

2. Installation shall be in strict accordance with the manufacturer's written instructions and as shown on contract documents. The duct wrap shall be high temperature fibrous thermal insulation blanket encapsulated in a fiber glass reinforced aluminized polyester foil. Duct wrap density shall be nominal 6 pcf and have a 1.5" nominal thickness. The blanket shall have a continuous use limit of 1832 F. The blanket thermal resistance at ambient temperature shall be minimum 6.3 F-ft^2 hr/BTU. Smoke developed index and flame spread index of the bare blanket, and of the foil encapsulated blanket shall be 0/0. The foil encapsulation shall be bonded to core blanket material.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches (38 mm).

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 INSTALLATION OF DUCTS OUTDOORS

A. Ducts shall be made completely watertight.

B. Construct ducts as follows to assure water run-off.

1. Arrange standing seams so as not to act as dams.
2. Erect ducts with longitudinal seams at bottom of duct.
3. Slope entire top of duct down towards side.
4. Provide vertical struts within duct to bow tap panels of duct into convex shape.
5. Erect ducts with mastic sealant within sheet metal joints.

3.4 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg (500 Pa) and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg (500 Pa): Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg (500 Pa) and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg (500 Pa): Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.5 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches (100 mm) thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches (610 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet (5 m).

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.6 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with ASCE/SEI 7.

1. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
2. Brace a change of direction longer than 12 feet (3.7 m).

B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install cable restraints on ducts that are suspended with vibration isolators.

E. Install seismic-restraint devices using methods approved by an agency acceptable to City of New York.

F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

G. Drilling for and Setting Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify the Commissioner if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

3.7 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Division 23 Section "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.8 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09 painting Sections.

3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Leakage Tests:

1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
2. Test the following systems:

    a. Ducts with a Pressure Class Higher Than 3-Inch wg (750 Pa): Test representative duct sections totaling no less than 25 percent of total installed duct area for each designated pressure class.

3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Test for leaks before applying external insulation.

5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
6. Give seven days' advance notice for testing.

C. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by City of New York, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."

    a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

D. Duct system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.10 DUCT CLEANING

A. Clean new and existing duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Division 23 Section "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

D. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.

4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.11 START UP

A. Air Balance: Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC."

3.12 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

B. Supply Ducts:

1. Ducts Connected to Constant-Volume Air-Handling Units:

   a. Pressure Class: Positive 3-inch wg (750 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.

2. Ducts Connected to Variable-Air-Volume Air-Handling Units:

   a. Pressure Class: Positive 4-inch wg (1000 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 6.

3. Ducts Connected to Equipment Not Listed Above:

   a. Pressure Class: Positive 4-inch wg (1000 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 6.

C. Return Ducts:

1. Ducts Connected to Air-Handling Units:

   a. Pressure Class: Positive or negative 3-inch wg (750 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.

2. Ducts Connected to Equipment Not Listed Above:

   a. Pressure Class: Positive or negative 4-inch wg (1000 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 6.

D. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.
2. PVC-Coated Ducts:

   a. Exposed to Airstream: Match duct material.
   b. Not Exposed to Airstream: Match duct material.

3. Stainless-Steel Ducts:

   a. Exposed to Airstream: Match duct material.
   b. Not Exposed to Airstream: Match duct material.

4. Aluminum Ducts: Aluminum or galvanized sheet steel coated with zinc chromate.

E. Liner:

1. Supply Air Ducts: Fibrous glass, Type I, 1 inch (25 mm) thick.
2. Return Air Ducts: Fibrous glass, Type I, 1 inch (25 mm) thick.

F. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

   a. Velocity 1000 fpm (5 m/s) or Lower:

      1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
      2) Mitered Type RE 4 without vanes.

   b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s):

1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

c. Velocity 1500 fpm (7.6 m/s) or Higher:

1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

G. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.
b. Rectangular Main to Round Branch: Spin in.

END OF SECTION 233113

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SECTION 233300 - AIR DUCT ACCESSORIES

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Barometric relief dampers.
3. Manual volume dampers.
4. Control dampers.
5. Fire dampers.
6. Ceiling dampers.
7. Smoke dampers.
8. Combination fire and smoke dampers.
9. Flange connectors.
10. Turning vanes.
11. Duct-mounted access doors.
12. Flexible connectors.
13. Flexible ducts.
14. Duct accessory hardware.
15. Wire mesh grilles.
16. Louvers.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1. For all accessories specified, include construction details, dimensions, materials, finishes, bearings and compliance with applicable codes.
2. Performance: Show compliance with pressure drops or specific requirements noted.
3. Provide manufacturer's installation instructions.
4. For duct silencers/sound attenuators, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:

   a. Special fittings.
   b. Manual volume damper installations.
   c. Control damper installations.
   d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
   e. Duct security bars.
   f. Wiring Diagrams: For power, signal, and control wiring.

2. Duct silencers/sound attenuators:

   a. Connection details, manufacturer's installation instructions and installation requirements to maintain integrity of sound isolation.
   b. Test reports indicating dynamic insertion loss and noise generation values of silencers/attenuators.

C. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.

D. Source quality-control reports.

E. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

B. Comply with AMCA 500-D testing for damper rating.

C. Demonstrate resetting of fire dampers to Commissioner.

D. Fire and smoke dampers shall be approved by the New York City Board of Standards and Appeals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 (Z180).
2. Exposed-Surface Finish: Mill phosphatized.

C. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and No. 2 finish for exposed ducts.

D. Aluminum Sheets: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.

E. Extruded Aluminum: Comply with ASTM B 221 (ASTM B 221M), Alloy 6063, Temper T6.

F. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

G. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 BACKDRAFT AND PRESSURE RELIEF DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. American Warming and Ventilating; a division of Mestek, Inc.
3. Duro Dyne Inc.
4. Greenheck Fan Corporation.
5. Ruskin Company.
6. Vent Products Company, Inc.
7. Pottorf.
8. Or approved equal.

B. Description: Gravity balanced.

C. Maximum Air Velocity: 2000 fpm (10 m/s).

D. Maximum System Pressure: 2-inch wg (0.5 kPa).

E. Frame: 0.052-inch- (1.3-mm-) thick, galvanized sheet steel, with welded corners.

F. Blades: Multiple single-piece blades, center-pivoted, maximum 6-inch (150-mm) width, 0.025-inch- (0.6-mm-) thick, roll-formed aluminum with sealed edges.

G. Blade Action: Parallel.

H. Blade Seals: Neoprene, mechanically locked.

I. Blade Axles:

1. Material: Nonferrous metal.
2. Diameter: 0.20 inch (5 mm).

J. Tie Bars and Brackets: Aluminum.

K. Return Spring: Adjustable tension.

L. Bearings: Steel ball or synthetic pivot bushings.

M. Accessories:

1. Adjustment device to permit setting for varying differential static pressure.
2. Counterweights and spring-assist kits for vertical airflow installations.
3. Electric actuators.
4. Chain pulls.
5. Screen Mounting: Front mounted in sleeve.
    a. Sleeve Thickness: 20-gage (1.0-mm) minimum.
    b. Sleeve Length: 6 inches (152 mm) minimum.
6. Screen Mounting: Rear mounted.
7. Screen Material: Galvanized steel.
8. Screen Type: Bird.
9. 90-degree stops.

2.3 BAROMETRIC RELIEF DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. American Warming and Ventilating; a division of Mestek, Inc.
3. Duro Dyne Inc.

4. Greenheck Fan Corporation.
5. Ruskin Company.
6. Vent Products Company, Inc.
7. Pottorf.
8. Or approved equal.

B. Suitable for horizontal or vertical mounting.

C. Maximum Air Velocity: 2500 fpm (13 m/s).

D. Maximum System Pressure: 2-inch wg (0.5 kPa).

E. Frame: 0.064-inch- (1.6-mm-) thick, galvanized sheet steel, with welded corners.

F. Blades:

1. Multiple, 0.025-inch- (0.6-mm-) thick, roll-formed aluminum.
2. Maximum Width: 6 inches (150 mm).
3. Action: Parallel.
4. Balance: Gravity.
5. Eccentrically pivoted.

G. Blade Seals: Neoprene.

H. Blade Axles: Galvanized steel.

I. Tie Bars and Brackets:

1. Material: Aluminum.
2. Rattle free with 90-degree stop.

J. Return Spring: Adjustable tension.

K. Bearings: Synthetic.

L. Accessories:

1. Flange on intake.
2. Adjustment device to permit setting for varying differential static pressures.

2.4 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Air Balance Inc.; a division of Mestek, Inc.

b. American Warming and Ventilating; a division of Mestek, Inc.
c. McGill AirFlow LLC.
d. Ruskin Company.
e. Vent Products Company, Inc.
f. Pottorf.
g. Or approved equal.

2. Standard leakage rating, with linkage outside airstream.
3. Suitable for horizontal or vertical applications.
4. Frames:

a. Hat-shaped, galvanized-steel channels, 0.064-inch (1.62-mm) minimum thickness.
b. Mitered and welded corners.
c. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

a. Single blade up to 6 inches blade width; multiple blades for width over 6 inches.
b. Opposed-blade design for multiple blades dampers.
c. Round or oval ducts: butterfly type.
d. Stiffen damper blades for stability.
e. Galvanized-steel, 0.064 inch (1.62 mm) thick.

6. Blade Axles: Galvanized steel Stainless steel Nonferrous metal.
7. Bearings:

a. Molded synthetic.
b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.

B. Standard, Aluminum, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Air Balance Inc.; a division of Mestek, Inc.
b. American Warming and Ventilating; a division of Mestek, Inc.
c. McGill AirFlow LLC.
d. Ruskin Company.
e. Vent Products Company, Inc.
f. Pottorf.
g. Or approved equal.

2. Standard leakage rating, with linkage outside airstream.
3. Suitable for horizontal or vertical applications.
4. Frames: Hat-shaped, 0.10-inch- (2.5-mm-) thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

   a. Single blade up to 6 inches blade width; multiple blades for width over 6 inches.
   b. Opposed-blade design for multiple blades dampers.
   c. Stiffen damper blades for stability.
   d. Roll-Formed Aluminum Blades: 0.10-inch- (2.5-mm-) thick aluminum sheet.
   e. Extruded-Aluminum Blades: 0.050-inch- (1.2-mm-) thick extruded aluminum.

6. Blade Axles: Nonferrous metal.
7. Bearings:

   a. Molded synthetic.
   b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Aluminum.

C. Low-Leakage, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Air Balance Inc.; a division of Mestek, Inc.
   b. American Warming and Ventilating; a division of Mestek, Inc.
   c. McGill AirFlow LLC.
   d. Ruskin Company.
   e. Vent Products Company, Inc.
   f. Or approved equal.

2. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
3. Suitable for horizontal or vertical applications.
4. Frames:

   a. Hat shaped.
   b. Galvanized-steel channels, 0.064 inch (1.62 mm) thick.
   c. Mitered and welded corners.
   d. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

   a. Single blade up to 6 inches blade width; multiple blades for width over 6 inches.
   b. Opposed-blade design for multiple blades dampers.
   c. Stiffen damper blades for stability.
   d. Galvanized, roll-formed steel, 0.064 inch (1.62 mm) thick.

6. Blade Axles: Nonferrous metal.
7. Bearings:

a. Molded synthetic.
b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Blade Seals: Neoprene.
9. Jamb Seals: Cambered aluminum.
10. Tie Bars and Brackets: Galvanized steel.
11. Accessories:

a. Include locking device to hold dampers in a fixed position without vibration.

D. Low-Leakage, Aluminum, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Air Balance Inc.; a division of Mestek, Inc.
b. American Warming and Ventilating; a division of Mestek, Inc.
c. McGill AirFlow LLC.
d. Ruskin Company.
e. Vent Products Company, Inc.
f. Or approved equal.

2. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
3. Suitable for horizontal or vertical applications.
4. Frames: Hat-shaped, 0.10-inch- (2.5-mm-) thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.
5. Blades:

a. Single blade up to 6 inches blade width; multiple blades for width over 6 inches.
b. Opposed-blade design for multiple blades dampers.
c. Roll-Formed Aluminum Blades: 0.10-inch- (2.5-mm-) thick aluminum sheet.
d. Extruded-Aluminum Blades: 0.050-inch- (1.2-mm-) thick extruded aluminum.

6. Blade Axles: Galvanized steel.
7. Bearings:

a. Molded synthetic.
b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Blade Seals: Neoprene.
9. Jamb Seals: Cambered stainless steel.
10. Tie Bars and Brackets: Galvanized steel.
11. Accessories:

a. Include locking device to hold dampers in a fixed position without vibration.

E. Jackshaft:

1. Size: 1-inch (25-mm) diameter.
2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

F. Damper Hardware:

1. Zinc-plated, die-cast core with quadrant and lever handle made of 3/32-inch- (2.4-mm-) thick zinc-plated steel, and a lockscrew.
2. Include center hole to suit damper operating-rod size.
3. Include elevated platform to clear insulation for insulated duct mounting.

2.5 CONTROL DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Warming and Ventilating; a division of Mestek, Inc.
2. Arrow United Industries; a division of Mestek, Inc.
3. Duro Dyne Inc.
4. McGill AirFlow LLC.
5. Ruskin Company.
6. Vent Products Company, Inc.
7. Young Regulator Company.
8. Pottorf.
9. Or approved equal.

B. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.

C. Frames:

1. Hat shaped.
2. Galvanized-steel channels, 0.064 inch (1.62 mm) thick.
3. Mitered and welded corners.

D. Blades:

1. Multiple blades with maximum blade width of 8 inches (200 mm).
2. Opposed-blade design.
3. Galvanized steel.
4. 0.064 inch (1.62 mm) thick.
5. Blade Edging: Closed-cell neoprene edging.
6. Blade Edging: Inflatable seal blade edging, or replaceable rubber seals.

E. Blade Axles: 1/2-inch- (13-mm-) diameter; nonferrous metal; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.

1. Operating Temperature Range: From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C).

F. Bearings:

1. Molded synthetic.
2. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
3. Thrust bearings at each end of every blade.

2.6 FIRE DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. Arrow United Industries; a division of Mestek, Inc.
3. McGill AirFlow LLC.
4. Pottorff; a division of PCI Industries, Inc.
5. Ruskin Company.
6. Or approved equal.

B. Type: Static and dynamic; UL listed and rated and labeled according to UL 555 by an NRTL. Conformance with NFPA 90A and applicable codes and standards of City of New York.

C. Closing rating in ducts up to 4-inch wg (1-kPa) static pressure class and minimum 4000-fpm (20-m/s) velocity.

D. Fire Rating: 1-1/2 hours.

E. Frame: Multiple-blade type; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.

F. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.

1. Minimum Thickness: 0.052 or 0.138 inch (1.3 or 3.5 mm) thick, as indicated, and of length to suit application.
2. Exception: Omit sleeve where damper-frame width permits direct attachment of perimeter mounting angles on each side of wall or floor; thickness of damper frame must comply with sleeve requirements.

G. Mounting Orientation: Dynamic spring closure type, vertical or horizontal as indicated.

1. Horizontal ducts: May be gravity drop type.
2. Vertical ducts: Spring loaded type.

H. Blades: Roll-formed, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized-steel blade connectors. Where installed in stainless steel or aluminum ductwork, use Type 304 stainless steel.

I. Horizontal Dampers: Include blade lock and stainless-steel closure spring.

J. Heat-Responsive Device: Electric resettable link and switch package, factory installed, 165 deg F (74 deg C) rated.

2.7 CEILING DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. Cesco Products; a division of Mestek, Inc.
3. Ruskin Company.
4. Vent Products Company, Inc.
5. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
6. Pottorf.
7. Or approved equal.

B. General Requirements:

1. Labeled according to UL 555C by an NRTL.
2. Comply with construction details for tested floor- and roof-ceiling assemblies as indicated in UL's "Fire Resistance Directory."

C. Frame: Galvanized sheet steel, round or rectangular, style to suit ceiling construction.

D. Blades: Galvanized sheet steel with refractory insulation.

E. Heat-Responsive Device: Replaceable, 165 deg F (74 deg C) rated, fusible links.

F. Fire Rating: 2 hours.

2.8 SMOKE DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. Ruskin Company.
3. Pottorf.
4. Or approved equal.

B. General Requirements: Label according to UL 555S by an NRTL.

C. Smoke Detector: Integral, factory wired for single-point connection.

D. Frame: Multiple-blade type; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.

E. Blades: Roll-formed, horizontal, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized-steel blade connectors.

F. Leakage: Class I.

G. Rated pressure and velocity to exceed design airflow conditions.

H. Mounting Sleeve: Factory-installed, 0.052-inch- (1.3-mm-) thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.

I. Damper Motors: Modulating or two-position action.

J. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 23 Section "Instrumentation and Control for HVAC."
3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and sealed gear trains.
4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 150 in. x lbf (17 N x m).
5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F (minus 40 deg C).
6. Nonspring-Return Motors: For dampers larger than 25 sq. ft. (2.3 sq. m), size motor for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 300 in. x lbf (34 N x m).
7. Electrical Connection: 115 V, single phase, 60 Hz.

K. Accessories:
1. Test and reset switches, damper mounted.

2.9 COMBINATION FIRE AND SMOKE DAMPERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. Ruskin Company.
3. Pottorf.
4. Or approved equal.

B. Type: Static and dynamic; rated and labeled according to UL 555 and UL 555S by an NRTL.

C. Closing rating in ducts up to 4-inch wg (1-kPa) static pressure class and minimum 4000-fpm (20-m/s) velocity.

D. Fire Rating: 1-1/2 and 3 hours.

E. Frame: Multiple-blade type; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.

F. Heat-Responsive Device: Electric resettable link and switch package, factory installed, rated. Conform to NFPA 90A and NFPA 92A for fire and smoke dampers.

G. Smoke Detector: Integral, factory wired for single-point connection.

H. Blades: Roll-formed, horizontal, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized-steel blade connectors.

I. Leakage: Minimum UL Class II metal to metal, non-degradable, seals rated to 850°F.

J. Rated pressure and velocity to exceed design airflow conditions.

K. Mounting Sleeve: Factory-installed, 0.052-inch- (1.3-mm-) thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking Operator located exterior of sleeve.

L. Master control panel for use in dynamic smoke-management systems.

M. Damper Motors: Modulating or two-position action.

N. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 23 Section "Instrumentation and Control for HVAC."
3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and sealed gear trains.
4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 150 in. x lbf (17 N x m).
5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F (minus 40 deg C).
6. Nonspring-Return Motors: For dampers larger than 25 sq. ft. (2.3 sq. m), size motor for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 300 in. x lbf (34 N x m).
7. Electrical Connection: 115 V, single phase, 60 Hz.
8. For outdoor dampers, provide damper with internal actuator. Contractor to increase the duct size to accommodate the reduction of the free area due to internal actuator.

O. Accessories:
1. Test and reset switches, damper mounted.

2.10 FLANGE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ductmate Industries, Inc.
2. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
3. Or approved equal.

B. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

C. Material: Galvanized steel or aluminum to match duct material.

D. Gage and Shape: Match connecting ductwork.

2.11 TURNING VANES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ductmate Industries, Inc.
2. Duro Dyne Inc.
3. METALAIRE, Inc.
4. Or approved equal.

B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized steel, aluminum or stainless steel sheet, to match duct material; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

C. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

D. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; "Vanes and Vane Runners," and "Vane Support in Elbows."

E. Vane Construction: Double wall.

2.12 DUCT-MOUNTED ACCESS DOORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Warming and Ventilating; a division of Mestek, Inc.
2. Ductmate Industries, Inc.
3. McGill AirFlow LLC.
4. Pottorff; a division of PCI Industries, Inc.
5. Ventfabrics, Inc.
6. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
7. Or approved equal.

B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; "Duct Access Doors and Panels," and "Access Panels - Round Duct."

1. Door:

a. Double wall, rectangular.
b. Sheet metal, to match duct material, with insulation fill and thickness as indicated for duct pressure class.
c. Vision panel.
d. Hinges and Latches: 2-by-2-inch (50-by-50-mm) butt or piano hinge and cam latches.
e. Fabricate doors airtight and suitable for duct pressure class.
f. Size: Not less than 16 inches by 14 inches. Ducts less than 16 inches in height, install with one dimension 16 inches and other dimension 2 inches less than duct width. Install larger sized doors where required for access.

2. Frame: Same material as door, with bend-over tabs and foam gaskets.
3. Number of Hinges and Locks:

a. Access Doors Less Than 12 Inches (300 mm) Square: No hinges and two sash locks.
b. Access Doors up to 18 Inches (460 mm) Square: Two hinges and two sash locks.
c. Access Doors up to 24 by 48 Inches (600 by 1200 mm): Three hinges and two compression latches.
d. Access Doors Larger Than 24 by 48 Inches (600 by 1200 mm): Four hinges and two compression latches with outside and inside handles.

C. Pressure Relief Access Door:

1. Door and Frame Material: Sheet steel, to match duct material.
2. Door: Double wall with insulation fill with metal thickness applicable for duct pressure class.
3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
4. Factory set at 10-inch wg (2500 Pa).
5. Doors close when pressures are within set-point range.
6. Hinge: Continuous piano.
7. Latches: Cam.
8. Seal: Neoprene or foam rubber.
9. Insulation Fill: 1-inch- (25-mm-) thick, fibrous-glass or polystyrene-foam board.

2.13 DUCT ACCESS PANEL ASSEMBLIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ductmate Industries, Inc.
2. Flame Gard, Inc.
3. 3M.
4. Or approved equal.

B. Labeled according to UL 1978 by an NRTL.

C. Panel and Frame: Minimum thickness 0.0528-inch (1.3-mm) carbon steel.

D. Fasteners: Carbon steel. Panel fasteners shall not penetrate duct wall.

E. Gasket: Comply with NFPA 96; grease-tight, high-temperature ceramic fiber, rated for minimum 2000 deg F (1093 deg C).

F. Minimum Pressure Rating: 10-inch wg (2500 Pa), positive or negative.

2.14 FLEXIBLE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ductmate Industries, Inc.
2. Duro Dyne Inc.
3. Ventfabrics, Inc.
4. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
5. Or approved equal.

B. Materials: Flame-retardant or noncombustible fabrics.

C. Coatings and Adhesives: Comply with UL 181, Class 1.

D. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches (89 mm) wide attached to 2 strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized sheet steel or 0.032-inch- (0.8-mm-) thick aluminum sheets. Provide metal compatible with connected ducts.

E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 30 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp and 360 lbf/inch (63 N/mm) in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).

F. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.

1. Minimum Weight: 30 oz./sq. yd. (810 g/sq. m).
2. Tensile Strength: 530 lbf/inch (93 N/mm) in the warp and 440 lbf/inch (77 N/mm) in the filling.
3. Service Temperature: Minus 50 to plus 250 deg F (Minus 45 to plus 121 deg C).

G. High-Temperature System, Flexible Connectors: Glass fabric coated with silicone rubber.

1. Minimum Weight: 16 oz./sq. yd. (542 g/sq. m).
2. Tensile Strength: 285 lbf/inch (50 N/mm) in the warp and 185 lbf/inch (32 N/mm) in the filling.
3. Service Temperature: Minus 67 to plus 500 deg F (Minus 55 to plus 260 deg C).

H. High-Corrosive-Environment System, Flexible Connectors: Glass fabric with chemical-resistant coating.

1. Minimum Weight: 14 oz./sq. yd. (474 g/sq. m).
2. Tensile Strength: 450 lbf/inch (79 N/mm) in the warp and 340 lbf/inch (60 N/mm) in the filling.
3. Service Temperature: Minus 67 to plus 500 deg F (Minus 55 to plus 260 deg C).

I. Thrust Limits: Combination coil spring and elastomeric insert with spring and insert in compression, and with a load stop. Include rod and angle-iron brackets for attaching to fan discharge and duct.

1. Frame: Steel, fabricated for connection to threaded rods and to allow for a maximum of 30 degrees of angular rod misalignment without binding or reducing isolation efficiency.
2. Outdoor Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
6. Elastomeric Element: Molded, oil-resistant rubber or neoprene.
7. Coil Spring: Factory set and field adjustable for a maximum of 1/4-inch (6-mm) movement at start and stop.

2.15 WIRE MESH GRILLES

A. Construction: 1/2 inch (12.5 mm) mesh screen with 1 inch (2.5 mm) sheet metal frame, bolted to flanged duct connection.

B. Materials:

1. Screen: Minimum 18 gauge galvanized steel.
2. Frame: Minimum 0.040 inch (1.02 mm) thick galvanized sheet steel.
3. Bolts and nuts: Indoors, galvanized steel; exposed to weather, stainless steel.

2.16 LOUVERS

A. Connect to louvers furnished under General Construction work.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Airolite Co.
2. Arrow United Industries.
3. Carnes Co.
4. Ruskin Co.
5. Or approved equal.

C. Tested in accordance with AMCA Standard 500 and provided with AMCA Certified Rating Seal.

D. Material: Extruded aluminum; comply with ASTM B 221 (ASTM B 221M), Alloy 6063 T 5, with anodized finish.

E. Frame: Minimum 0.071 inch (1.8 mm) thick extruded aluminum, with welded corners and mounting flange. Mounting arrangement shall be suitable for installation in particular building construction.

F. Blades: 4 inch (100 mm) deep stationary blades, minimum 0.071 inch (1.8 mm) thick extruded aluminum, welded to frame for a complete welded assembly.

1. Set at 45° angle, with 50 percent free area.
2. Stormproof, double drainage type blade configuration.
3. Performance: Water penetration shall be not more than 0.01 oz/sq ft at 950 ft/min.

G. Screen: Aluminum wire, 0.5 inch (12.5 mm) mesh in a removable frame.

1. Bolted to interior face of louver.
2. Secured on interior of louver with 2 inch space.

H. Blank-off panels: Provide for unused portion of louvers.

1. Double wall construction. Inner and outer casing: 0.032 inch (0.8 mm) thick aluminum.
2. Internal insulation: 2 inch (50 mm) thick glass fiber, per SMACNA Duct Construction Standards.

2.17 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts and as indicated. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install volume dampers at the following locations:

   a. At all splits, except grease exhaust ducts.
   b. In ducts serving single supply, return and exhaust outlets.
   c. In open return ducts above ceiling.
   d. In ducts connecting to a common plenum.
   e. Where indicated on drawings and in details.
   f. Where required for balancing.

2. Install remote damper operators for volume dampers above ceilings which are non-accessible or without access panels.

3. Install steel volume dampers in steel ducts.
4. Install aluminum volume dampers in aluminum ducts.
5. Do not install volume dampers in grease ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated and in ductwork where required for testing and adjusting.

G. Install fire and smoke dampers according to UL listing in ducts and openings in the following:

1. Shaft walls.
2. Floors and ceilings.
3. Fire walls.
4. Fire resistance partitions.
5. Fire rated ceilings.
6. Exit corridor walls.
7. Elsewhere as indicated on drawings.

H. Install duct security bars. Construct duct security bars from 0.164-inch (4.18-mm) steel sleeve, continuously welded at all joints and 1/2-inch- (13-mm-) diameter steel bars, 6 inches (150 mm) o.c. in each direction in center of sleeve. Weld each bar to steel sleeve and each crossing bar. Weld 2-1/2-by-2-1/2-by-1/4-inch (63-by-63-by-6-mm) steel angle to 4 sides and both ends of sleeve. Connect duct security bars to ducts with flexible connections. Provide 12-by-12-inch (300-by-300-mm) hinged access panel with cam lock in duct in each side of sleeve.

I. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:

1. On both sides of duct coils.
2. Upstreamand downstream from duct filters.
3. At outdoor-air intakes and mixed-air plenums.
4. At drain pans and seals.
5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure

relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.

7. At each change in direction and at maximum 50-foot (15-m) spacing.
8. Upstream from turning vanes.
9. Upstream or downstream from duct silencers.
10. Control devices requiring inspection, including smoke detection heads.
11. At fan bearings enclosed in ducts.
12. Inlet side of each single width centrifugal fan.
13. At inlet and outlet sides of each in-line centrifugal and axial fan.
14. At duct humidifiers.

J. Install access doors with swing against duct static pressure.

K. Access Door Sizes:

1. One-Hand or Inspection Access: 8 by 5 inches (200 by 125 mm).
2. Two-Hand Access: 12 by 6 inches (300 by 150 mm).
3. Head and Hand Access: 18 by 12 inches (460 by 300 mm).
4. Head and Shoulders Access: 21 by 14 inches (530 by 355 mm).
5. Body Access: 25 by 14 inches (635 by 355 mm).
6. Body plus Ladder Access: 25 by 17 inches (635 by 430 mm).

L. Label access doors according to Division 23 Section "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.

M. Install flexible connectors at duct connections to equipment, at building expansion joints, at connections between ducts of dissimilar metals and at penetrations of mechanical equipment room walls.

1. Install flexible connections with 2 inches slack in fabric and minimum movement of 1 inch.

N. For fans developing static pressures of 5-inch wg (1250 Pa) and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.

O. Connect terminal units to supply ducts directly or with maximum 12-inch (300-mm) lengths of flexible duct. Do not use flexible ducts to change directions.

P. Connect diffusers or light troffer boots to ducts directly or with maximum 18-inch (460-mm) lengths of flexible duct clamped or strapped in place.

Q. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws. Attach to supply air duct with low entrance lass, bellmouth type connector at air inlet end.

R. Install duct test holes where required for testing and balancing purposes.

S. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch (6-mm) movement during start and stop of fans.

T. Install wire mesh screen grilles at return air ducts in hung ceilings and in other places where indicated. Bolt grilles to flanged connections or ducts at terminations.

U. Install louvers in building construction at locations where indicated. Coordinate mounting details with particular building construction and/or window framing details. Install blank-off panels at unused portions of louvers; secured with bolts and/or screws.

V. Air Flow Measuring Stations

1. Install air flow measuring stations where indicated, or as directed by engineer.
2. Install all interconnecting tubing between measuring station, companion meter and control systems, in accordance with the manufacturer's printed instructions.

W. Install air blenders in accordance with the manufacturer's recommendations.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

3.3 MANUFACTURER'S FIELD SERVICES

A. Provide services of an AABC testing agency to take noise measurements. Use meters meeting requirements of ASA 47 (ANSI S1.4).

B. After start-up, and 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, as directed.

C. Provide one-third octave band measurements of artificial sound sources in areas indicated as having critical requirements.

D. Submit complete report of test results including sound curves.

END OF SECTION 233300

SECTION 237413 - PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes packaged, outdoor, central-station air-handling units (rooftop units) with the following components and accessories:

1. Direct-expansion cooling.
2. Heat-pump refrigeration components.
3. Hot-gas reheat.
4. Electric-heating coils.
5. Gas furnace.
6. Economizer outdoor- and return-air damper section.
7. Integral, space temperature controls.

1.3 DEFINITIONS

A. DDC: Direct-digital controls.

B. ECM: Electrically commutated motor.

C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.

D. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.

E. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.

F. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

G. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

H. VVT: Variable-air volume and temperature.

1.4 SUBMITTALS

A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, safety, and control wiring.

C. Coordination Drawings: Plans 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. Structural members to which RTUs will be attached.
2. Roof openings
3. Roof curbs and flashing.

D. Field quality-control test reports.

E. Operation and Maintenance Data: Including parts listing, for RTUs to include in emergency, operation, and maintenance manuals.

F. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. ARI Compliance:

1. Comply with ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs.
2. Comply with ARI 270 for testing and rating sound performance for RTUs.

B. ASHRAE Compliance:

1. Comply with ASHRAE 15 for refrigeration system safety.
2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
3. Comply with applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
4. Comply with ASHRAE 90A for energy conservation in new building design.

C. ASHRAE/IESNA 90.1 Latest Edition Compliance: Applicable requirements in the latest edition of ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.

E. UL Compliance: Comply with UL 1995.

F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to City of New York, and marked for intended use.

1.6 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
2. Warranty Period for Gas Furnace Heat Exchangers: Manufacturer's standard, but not less than five years from date of Substantial Completion.
3. Warranty Period for Solid-State Ignition Modules: Manufacturer's standard, but not less than three years from date of Substantial Completion.
4. Warranty Period for Control Boards: Manufacturer's standard, but not less than three years from date of Substantial Completion.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with manufacturers installation instructions for rigging, unloading and transporting units.

B. Protect units from physical damage. Leave factory shipping covers in place until installation.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set for each belt-driven fan.
2. Filters: One set of filters for each unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:

1. Carrier Corporation.
2. Engineered Air.
3. Lennox Industries Inc.
4. Mammoth.
5. McQuay International.
6. Trane; American Standard Companies, Inc.
7. YORK International Corporation.
8. Or approved equal.

2.2 GENERAL

A. Units shall be completely factory assembled, piped and wired and fully charged with refrigerant and compressor oil.

B. Each unit shall be factory-run tested:

1. Test all unit components.
2. Test for a minimum of three hours.

C. Each unit shall be provided with labels, decals, and/or nameplates to aid in the servicing of the unit and to indicate caution areas.

D. All units shall be shipped fully assembled and charged.

2.3 CASING

A. General Fabrication Requirements for Casings: Completely weatherproof formed and reinforced double-wall insulated panels, fabricated with access doors and removable panels to allow removal for access to internal parts and components, with joints between sections sealed.

B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.

1. Exterior Casing Thickness: 0.0626 inch (1.6 mm) thick.

C. Inner Casing Fabrication Requirements:

1. Inside Casing: Galvanized steel, 0.034 inch (0.86 mm) thick.

D. Access doors: Fully gasketed hinged doors with quick opening handles with locking tie-backs. Provide doors for access to filters, heating sections, fan sections, coil sections and any additional section requiring servicing of unit components.

E. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.

1. Materials: ASTM C 1071, Type I.
2. Thickness: 1 inch (25 mm).
3. Liner materials shall have air-stream surface coated with an erosion- and temperature-resistant coating or faced with a plain or coated fibrous mat or fabric.
4. Liner Adhesive: Comply with ASTM C 916, Type I.

F. Condensate Drain Pans: Under cooling coils and fans. Formed sections of galvanized-steel sheet, a minimum of 2 inches (50 mm) deep, and complying with ASHRAE 62.1-2004.

1. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
2. Drain Connections: Threaded nipple.
3. Pan-Top Surface Coating: Corrosion-resistant compound.
4. Pitched to assure positive drainage of condensate from the unit casing.

G. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

2.4 FANS

A. Direct-Driven Supply-Air Fans: Double width, backward inclined, centrifugal; with permanently lubricated, multispeed motor resiliently mounted in the fan inlet. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.

B. Belt-Driven Supply-Air Fans: Double width, forward curved, centrifugal; with permanently lubricated, single-speed motor installed on an adjustable fan base resiliently mounted in the casing. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.

C. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.

D. Variable Inlet Vanes: With blades supported at both ends with permanently lubricated bearings. Variable mechanism terminating in single control lever for double width fans.

E. Belt Drives: Matched, multiple V-belts; minimum service factor of 1.4, based on fan motor size.

1. Pulleys: Cast iron or cast steel, dynamically balanced.
2. Motor Pulleys: Variable pitch diameter type, selected so pitch adjustment is at middle of adjustment range.
3. Companion sheaves to maintain belts parallel.
4. Belt Guards: Comply with OSHA and SMACNA requirements. Include provisions for adjustment of belt tension, lubrication and use of tachometer with guard in place.

F. Shaft Bearings: Self-aligning, pillow-block-type, with pressure type lubricating fittings with pressure relief fittings. Extended to accessible locations.

1. Bearing life rating: Minimum 200,000 hours per AFBMA Standard L-50, at maximum catalog rating.

G. Seismic Fabrication Requirements: Fabricate fan section, internal mounting frame and attachment to fans, fan housings, motors, casings, accessories, and other fan section components with reinforcement strong enough to withstand seismic forces defined in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment" when fan-mounted frame and RTU-mounted frame are anchored to building structure.

H. Fan Motor: Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."

2.5 COILS

A. Supply-Air Refrigerant Coil:

1. Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
3. Coil Split: Interlaced, to maintain active coil face area at part load conditions.
4. Baked phenolic coating.
5. Condensate Drain Pan: Galvanized steel with corrosion-resistant coating formed with pitch and drain connections.

2.6 REFRIGERANT CIRCUIT COMPONENTS

A. Number of Refrigerant Circuits: Two.

B. Compressor: Hermetic, scroll, suction gas cooled, mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief, crankcase heater, and automatic capacity reduction equipment, with provision for unloaded start.

C. Refrigeration Specialties:
1. Refrigerant: R-407C or R-410A.
2. Expansion valve with replaceable thermostatic element.
3. Refrigerant filter/dryer.
4. Manual-reset high-pressure safety switch.
5. Automatic-reset low-pressure safety switch.
6. Minimum off-time relay, to prevent short cycling of compressors between load stages.
7. Automatic-reset compressor motor thermal overload.
8. Brass service valves installed in compressor suction and liquid lines.
9. Oil sight glass.
10. Oil pump with dirt separator.

2.7 AIR FILTRATION

A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.
1. Pleated: Minimum 90 percent arrestance, and MERV 8.
2. Filters: Mounted in galvanized frames integral within unit casing and accessible via hinged access panels equipped with stainless steel clips and latching hardware.

2.8 GAS FURNACE

A. Description: Factory assembled, piped, and wired; complying with ANSI Z21.47 and NFPA 54. Installed downstream from cooling coil.

1. CSA Approval: Designed and certified by and bearing label of CSA, specifically for outdoor applications.
2. Factory fire-tested prior to shipment.

B. Burners: Stainless steel.

1. Fuel: Natural gas.
2. Ignition: Electronically controlled electric spark or hot-surface igniter with continuous electronic flame supervision.

C. Heat-Exchanger and Drain Pan: Stainless steel.

D. Venting: Gravity vented.

E. Gas Supply: Through side or bottom of unit, as required to suit project requirements.

F. Safety Controls:

1. Gas Control Valve: Modulating.
2. Gas Train: Single-body, regulated, redundant, 24-V ac gas valve assembly containing pilot solenoid valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff.

3. Provide an air proving switch to prevent burner operation when burner is open for maintenance or inspection.

2.9 DAMPERS

A. Outdoor-Air Damper: Linked damper blades, for 0 to 100 percent outdoor air, fully modulating, with motorized damper filter.

B. Outdoor- and Return-Air Mixing Dampers: Low leakage type, parallel- or opposed-blade galvanized-steel dampers, with side seals and mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.

1. Leakage Rate: Not to exceed 2.5 percent of nominal airflow at 1 inch w.c. static pressure; determined in accordance with AMCA Standard 575.
2. Damper Motor: Modulating with adjustable minimum position.

2.10 SOUND PERFORMANCE TABLE

A. Units must meet or exceed following sound criteria.

Outdoor Sound (dB)									
A-Wtg	AHRI 370 Rating	63	125	250	500	1000	2000	4000	8000
86.5	87	95.6	87.5	84.2	84.2	81.7	77.9	73.2	66.3

2.11 ELECTRICAL POWER CONNECTION

A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

2.12 CONTROLS

A. Control sequence of operation is indicated on the contract drawings.

1. Electrical Wiring and Controls: Conform to requirements of NEC.
2. Wiring shall be color coded and numbered for easy identification.
3. Unit mounted control panel shall include power disconnect, circuit breaker type overload protection, starters, relays, control transformer and indicating lights. Panel shall be factory wired and run tested prior to shipment.

B. Basic Unit Controls:

1. Control-voltage transformer.
2. Wall-mounted thermostat or sensor with the following features:

   a. Heat-cool-off switch.
   b. Fan on-auto switch.
   c. Fan-speed switch.
   d. Automatic changeover.
   e. Adjustable deadband.
   f. Exposed set point.
   g. Exposed indication.
   h. Degree F indication.
   i. Unoccupied-period-override push button.
   j. Data entry and access port to input temperature set points, occupied and unoccupied periods, and output room temperature, supply-air temperature, operating mode, and status.

3. Remote Wall-Mounted Annunciator Panel for Each Unit:

   a. Lights to indicate power on, cooling, heating, fan running, filter dirty, and unit alarm or failure.
   b. DDC controller or programmable timer and interface with HVAC instrumentation and control system.
   c. Digital display of outdoor-air temperature, supply-air temperature, return-air temperature, economizer damper position, indoor-air quality, and control parameters.

C. DDC Controller:

1. Controller shall have volatile-memory backup.
2. Safety Control Operation:

   a. Smoke Detectors: Stop fan and close outdoor-air damper if smoke is detected. Provide additional contacts for alarm interface to fire alarm control panel.
   b. Firestats: Stop fan and close outdoor-air damper if air greater than 130 deg F (54 deg C) enters unit. Provide additional contacts for alarm interface to fire alarm control panel.
   c. Fire Alarm Control Panel Interface: Provide control interface to coordinate with operating sequence
   d. Low-Discharge Temperature: Stop fan and close outdoor-air damper if supply air temperature is less than 40 deg F (4 deg C).

3. Scheduled Operation: Occupied and unoccupied periods on seven-day clock with a minimum of four programmable periods per day.
4. Unoccupied Period:

   a. Heating Setback: 10 deg F (5.6 deg C).

b. Cooling Setback: System off.
c. Override Operation: Two hours.

5. Supply Fan Operation:

a. Occupied Periods: Run fan continuously.
b. Unoccupied Periods: Cycle fan to maintain setback temperature.

6. Refrigerant Circuit Operation:

a. Occupied Periods: Cycle or stage compressors to match compressor output to cooling load to maintain room temperature. Cycle condenser fans to maintain maximum hot-gas pressure. Operate low-ambient control kit to maintain minimum hot-gas pressure.
b. Unoccupied Periods: Compressors off.

7. Gas Furnace Operation:

a. Occupied Periods: Modulate burner to maintain discharge temperature.
b. Unoccupied Periods: Cycle burner to maintain setback temperature.

8. Fixed Minimum Outdoor-Air Damper Operation:

a. Occupied Periods: Open to 15 percent.
b. Unoccupied Periods: Close the outdoor-air damper.

9. Economizer Outdoor-Air Damper Operation:

a. Occupied Periods: Open to 15 percent fixed minimum intake, and maximum 100 percent of the fan capacity to comply with ASHRAE Cycle II. Controller shall permit air-side economizer operation when outdoor air is less than 60 deg F (15 deg C). Use mixed-air temperature and select between outdoor-air and return-air enthalpy to adjust mixing dampers. During economizer cycle operation, lock out cooling.
b. Unoccupied Periods: Close outdoor-air damper and open return-air damper.

D. Interface Requirements for HVAC Instrumentation and Control System:

1. Interface relay for scheduled operation.
2. Interface relay to provide indication of fault at the central workstation and diagnostic code storage.
3. Provide BACnet compatible interface for central HVAC control workstation for the following:

a. Adjusting set points.
b. Monitoring supply fan start, stop, and operation.
c. Inquiring data to include outdoor-air damper position, supply- and room-air temperature.

d. Monitoring occupied and unoccupied operations.
e. Monitoring constant and variable motor loads.
f. Monitoring variable-frequency drive operation.
g. Monitoring cooling load.
h. Monitoring economizer cycles.
i. Monitoring air-distribution static pressure and ventilation air volume.

2.13 ACCESSORIES

A. Electric heater with integral thermostat maintains minimum 50 deg F (10 deg C) temperature in gas burner compartment.

B. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open.

C. Filter differential pressure switch with sensor tubing on either side of filter. Set for final filter pressure loss.

D. Coil guards of painted, galvanized-steel wire.

E. Hail guards of galvanized steel, painted to match casing.

F. Concentric diffuser with white louvers and polished aluminum return grilles, insulated diffuser box with mounting flanges, and interior transition.

2.14 MODULATING POWER EXHAUST FAN

A. Modulating type power exhaust shall be provided. Power exhaust shall be used in conjunction with an integrated economizer.

B. Power exhaust to be mounted in return air ductwork.

C. Power exhaust shall be controlled by economizer controller operation. Exhaust fan shall energize when dampers open past the 0-100% adjustable set-point on economizer control.

D. Power exhaust fans to have forward curved, double inlet blowers with pre-lubricated ball bearings, dynamically balanced wheel and are mounted on rubber isolators.

E. Provide thermally protected motors, adjustable motor pully.

F. Relief dampers to have gasketed blades.

G. Power exhaust to be fully insulated with mounted legs.

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 RTUs.

B. Examine roughing-in for RTUs to verify actual locations of piping and duct connections before equipment installation.

C. Examine roofs for suitable conditions where RTUs will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Reassemble factory fabricated components in field, at no additional cost , where units are shipped in sections.

B. Unit Support: Install unit level on structural steel. Secure RTUs to structural support with anchor bolts.

C. Install wind and seismic restraints according to manufacturer's written instructions.

3.3 CONNECTIONS

A. Install condensate drain, minimum connection size, with trap and indirect connection to nearest roof drain or area drain.

B. Install piping adjacent to RTUs to allow service and maintenance.

1. Gas Piping: Comply with applicable requirements in Division 23 Section "Facility Natural-Gas Piping." Connect gas piping to burner, full size of gas train inlet, and connect with union and shutoff valve with sufficient clearance for burner removal and service.

C. Duct installation requirements are specified in other Division 23 Sections. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:

1. Install ducts to termination at top of roof curb.
2. Remove roof decking only as required for passage of ducts. Do not cut out decking under entire roof curb.
3. Connect supply ducts to RTUs with flexible duct connectors specified in Division 23 Section "Air Duct Accessories."
4. Install return-air duct continuously through roof structure.

5. Install normal-weight, 3000-psi (20.7-MPa), compressive strength (28-day) concrete mix inside roof curb, 4 inches (100 mm) thick. Concrete, formwork, and reinforcement are specified in Division 03.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:

1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove and replace malfunctioning units and retest as specified above.

3.5 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

B. Complete installation and startup checks according to manufacturer's written instructions and do the following:

1. Inspect for visible damage to unit casing.
2. Inspect for visible damage to furnace combustion chamber.
3. Inspect for visible damage to compressor, coils, and fans.
4. Inspect internal insulation.
5. Verify that labels are clearly visible.
6. Verify that clearances have been provided for servicing.
7. Verify that controls are connected and operable.
8. Verify that filters are installed.
9. Clean condenser coil and inspect for construction debris.
10. Clean furnace flue and inspect for construction debris.
11. Connect and purge gas line.
12. Remove packing from vibration isolators.
13. Inspect operation of barometric relief dampers.
14. Verify lubrication on fan and motor bearings.
15. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
16. Adjust fan belts to proper alignment and tension.
17. Start unit according to manufacturer's written instructions.

a. Start refrigeration system.
b. Do not operate below recommended low-ambient temperature.
c. Complete startup sheets and attach copy with Contractor's startup report.

18. Inspect and record performance of interlocks and protective devices; verify sequences.
19. Operate unit for an initial period as recommended or required by manufacturer.
20. Perform the following operations for both minimum and maximum firing. Adjust burner for peak efficiency.

    a. Measure gas pressure on manifold.
    b. Inspect operation of power vents.
    c. Measure combustion-air temperature at inlet to combustion chamber.
    d. Measure flue-gas temperature at furnace discharge.
    e. Perform flue-gas analysis. Measure and record flue-gas carbon dioxide and oxygen concentration.
    f. Measure supply-air temperature and volume when burner is at maximum firing rate and when burner is off. Calculate useful heat to supply air.

21. Calibrate thermostats.
22. Adjust and inspect high-temperature limits.
23. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
24. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F (8 deg C) above return-air temperature:

    a. Coil leaving-air, dry- and wet-bulb temperatures.
    b. Coil entering-air, dry- and wet-bulb temperatures.
    c. Outdoor-air, dry-bulb temperature.
    d. Outdoor-air-coil, discharge-air, dry-bulb temperature.

25. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
26. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.

    a. Supply-air volume.
    b. Return-air volume.
    c. Relief-air volume.
    d. Outdoor-air intake volume.

27. Simulate maximum cooling demand and inspect the following:

    a. Compressor refrigerant suction and hot-gas pressures.
    b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.

28. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:

a. High-temperature limit on gas-fired heat exchanger.
b. Low-temperature safety operation.
c. Filter high-pressure differential alarm.
d. Economizer to minimum outdoor-air changeover.
e. Relief-air fan operation.
f. Smoke and firestat alarms.

29. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

3.6 CLEANING AND ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.

B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train City of New York's maintenance personnel to adjust, operate, and maintain RTUs. Refer to "DDC General Conditions" as applicable.

END OF SECTION 237413

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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section covers and applies to all work specified in Division 26.

B. In the event that that these specifications conflict with the General Conditions, the General Conditions shall take precedence.

C. Work Included: Materials, equipment, fabrication, installation and tests for fully operational and safe systems, including all necessary materials, appurtenances and features whether specified or shown on drawings or not, in conformity with applicable codes of NYC for the following:

1. Electrical work specified in all sections within Division 26 of these specifications, including, but not limited to:

   a. Short circuit analysis and protective device coordination study.
   b. Distribution boards, panelboards with feeders, motor control centers, branch circuit wiring, connections to outlets, and wiring devices.
   c. Lighting fixtures and lamps.
   d. Motor and other power-consuming equipment connections from motor control centers or distribution apparatus to equipment.
   e. Control, alarm and interlock wiring for mechanical equipment, where indicated.
   f. Vibration and seismic controls for electrical systems.
   g. Cutting and patching for the Electrical Work.
   h. Adjustment and testing of the Electrical Work.
   i. Examine the drawings and specifications of other Divisions and provide electrical service for all equipment, devices and controls noted therein, unless work specifically is not included.

1.3 JOB CONDITIONS

A. Examine all drawings and specifications in a manner to be fully cognizant of all work required under this Division.

B. Adjoining work of other Divisions shall be examined for interferences and conditions affecting this Division.

C. Examine site related work and surfaces before starting work of any Section.
   1. Report to Commissioner, in writing, conditions which will prevent proper provision of this work.
   2. Beginning work of any Section without reporting unsuitable conditions to Commissioner constitutes acceptance of conditions by Contractor.
   3. Perform any required removal, repair or replacement of this work caused by unsuitable conditions at no additional cost to City of New York.

D. Connections to existing work:
   1. Verification of existing: Become thoroughly familiar with actual existing conditions and systems at the building, and of the existing installations to which connections must be made, including any necessary alterations, and existing building engineering practices and requirements. The intent of the work is shown on the drawings and described herein, and no consideration will be granted by reason of lack of familiarity on the part of the contractor with actual physical conditions, requirements, and practices at the site.
   2. Install new work and connect to existing work with minimum interference to existing facilities.
   3. Temporary shutdowns of existing services: At times not to interfere with normal operation of existing facilities and only with written approval of the Commissioner, at no additional charges.
   4. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work. Do not interrupt alarm and emergency systems.
   5. Connect new work to existing work in neat and acceptable manner. Restore existing disturbed work to original condition including maintenance of wiring continuity as required.
   6. Following work shall be performed only after regular working hours:
      a. Demolition.

E. Removal and Relocation of Existing Work:
   1. Disconnect, remove or relocate electrical material, equipment and other work noted and required by removal or changes in existing construction.
   2. Provide new material and equipment required for relocated equipment.
   3. Disconnect load and supply end of conductors feeding existing equipment.
   4. Remove conductors from existing raceways to be rewired.
   5. Tape both ends of abandoned conductors. Cap outlets and abandoned raceways.
   6. Cut and cap abandoned floor raceways flush with concrete floor or behind walls and ceilings.
   7. Dispose of removed raceways and wire.
   8. Dispose of removed electrical equipment as directed.

F. If asbestos insulation is found when working in existing areas, immediately stop work and notify Commissioner. Do not restart work until advised in writing by Commissioner that it is safe to do so following abatement, encapsulation, etc.

1.4 DEFINITIONS

A. "Wiring": Raceway, fittings, wire, boxes and related items.

B. "Concealed": Embedded in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces or in enclosures.

C. "Exposed": Not installed underground or "concealed" as defined above.

D. "Control Devices": Automatic sensing and switching devices such as thermostats, pressure, float, electro-pneumatic switches and electrodes controlling operation of equipment.

1.5 ELECTRICAL SYSTEM CHARACTERISTICS

A. Service: 208/120 volts, 3 phase, 4 wire with grounded neutral.

B. Motors ½ horsepower and above: 208 volts, 3 phase.

C. Fractional horsepower motors less than ½ horsepower: 120 volts single phase.

D. Incandescent lighting and general receptacles will be supplied at 120 volts.

1.6 MOUNTING HEIGHTS

A. Mounting heights of devices and equipment shown on the architectural drawings shall govern, but in the absence of such indications, the following centerline heights above the finished floor shall be maintained.

1.	Wall switches	3 feet - 6 inches (or as directed by Commissioner).
2.	Wall lights (interior)	7 feet - 0 inches (or as directed by Commissioner).
3.	Pendant or chain hung fixture	10 feet - 0 inches (or as directed by Commissioner).
4.	Convenience receptacles	1 foot - 3 inches except in Toilets and over cabinets or -counters where devices shall be mounted at 4 feet - 0 inches (9 inches above counter).

5.	Fire alarm stations	4 feet - 0 inches.
6.	Telephone and communication outlets	1 foot - 3 inches.
7.	Clock outlets	1 foot - 6 inches below finished ceiling.
8.	Panelboard cabinets	Shall be installed with the top 6 feet - 6 inches above the floor for cabinets more than 2 feet - 6 inches high and 6 feet - 0 inches for cabinets less than 2 feet - 6 inches high.

1.7 SUBMITTALS

A. Submit shop drawings, product data, samples and certificates of compliance required by contract documents.

1. See Submittals paragraph in General Conditions.

B. Submit no later than 30 days after signing of Contract:

1. Complete schedule of submittals for equipment and layout shop drawings.
2. Submittals schedule shall be in such sequence as to cause no delay in work or in work of any other division.

C. Corrections or comments made on the shop drawings during review do not relieve the Contractor from compliance with requirements of the drawings and specifications. Shop drawing checking by the Commissioner is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for:

1. Confirming and correlating all quantities and dimensions.
2. Fabrication processes and techniques of construction.
3. Work with all other trades.
4. Work in a safe and satisfactory manner.
5. Equipment that can be installed in the available space with all code clearances, prior to ordering any equipment.

D. Layout Shop Drawings Required:

1. Prepare and submit following coordinated layout shop drawings on 1/4" scale:

a. Mechanical equipment rooms containing motor control center and/or transformers.
b. All electrical rooms and closets with equipment dimensions.
c. Areas requiring deviations from design documents. Such deviations shall be clearly identified.

2. Layout drawings not varying from design documents shall not be submitted and will not be reviewed.

E. Operating Instructions, Maintenance Manuals and Parts Lists.

1. Before requesting acceptance of work submit one set for review by Commissioner.
2. After review, furnish five printed and bound sets.
3. Include:

a. Manufacturer's name, model number, service manual, spare-parts list, and descriptive literature for all components, cross referenced and numbered on Reference Drawings.
b. Maintenance instructions.
c. Listing of possible breakdown and repairs.
d. Instruction for starting, operation and programming.
e. Detailed and simplified one line and wiring diagrams.
f. Field test report.
g. Name, address and phone number of contractors, equipment suppliers and service agencies.
h. Assemble manufacturer's equipment manuals in chronological order following the specification alpha-numeric system in heavy duty three-ring binders clearly titled on the spine and front cover.

1.8 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So that connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

D. Coordinate sleeve selection and application with selection and application of firestopping.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel.

1. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Basis-of-Design Product: Subject to compliance with requirements provide product by one of the following:

a. Advance Products & Systems, Inc.
b. Calpico, Inc.
c. Metraflex Co.
d. Pipeline Seal and Insulator, Inc.
e. Or approved equal

2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
3. Pressure Plates: Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to piping systems installed at a required slope.

F. Layout and installation of electrical work shall be coordinated with the overall construction schedule and work schedules of various trades, to prevent delay in completion of the Project.

1. Complete drawings and specifications for the entire project will be available at the Project site.

2. It shall be obligatory to thoroughly check these drawings before organizing the electrical work schedule, or installing material and equipment.

G. Dimensions and information regarding accurate locations of equipment, and structural limitations and finish shall be coordinated and verified with other Division of Work. Be prepared to promptly furnish dimensions and information regarding electrical Work to other trades and cooperate with them to secure harmony and the best progress of the Project.

H. The drawings do not show off-sets, bends, and special fittings, or junction or pull boxes necessary to meet job conditions. These items shall be provided as required at no additional cost to the City of New York.

I. Accessibility and Clearance:

1. Electrical equipment, outlets, junction and pull boxes shall be installed in accessible locations, avoiding obstructions, preserving headroom, and keeping openings and passageways clear.
2. Minor adjustments in the locations of equipment shall be made where necessary, providing such adjustments do not adversely affect functioning of the equipment.

J. Scaffolds and staging for installation of electrical work shall be provided under the work of this Division.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealers".

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials.

K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

3.5 WEATHERPROOF EQUIPMENT

A. Electrical devices or equipment located in damp, semi-exposed areas shall be weather-resistant. Enclosure shall comply with NEMA Type 3R requirements.

B. Surface mounted outlet boxes shall be cast metal with threaded hubs. Pull or junction boxes shall be cast metal with bolted and gasketed covers.

C. Outlet box covers shall be of a suitable weatherproof type with gaskets, packing glands, weatherproof doors, or other required means to prevent entry of moisture.

D. Lighting fixtures shall be installed with suitable gasket, and UL labeled for location.

END OF SECTION 26 05 00

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.
3. Sleeves and sleeve seals for cables.

B. Related Sections include the following:
1. Division 26 Section "Hangers and Supports for Electrical Systems."
2. Division 26 Section "Identification for Electrical Systems."
3. Division 7 Section "Joint Sealers."
4. Division 7 Section "Firestopping/smoke Seals."

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For testing agency.

C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to City of New York.

1. Testing Agency's Field Supervisor: Person currently properly trained by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to City of New York, and marked for intended use.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. Alcad Stabiloy (Aluminum Conductor); Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. Carol.
4. General Cable Corporation.
5. Pirelli Group.
6. Southwire Wire and Cable Company.
7. Southwest Wire and Cable.

B. Copper Conductors: Comply with NEMA WC 70.

C. The design is based on copper conductors. Aluminum conductors may be considered for feeders as limited herein. If aluminum is proposed, then all conductors shall be upsized and all raceways shall be redesigned accordingly by the Contractor and shall meet requirements of the NYC BC. In the event that Contractor's design of aluminum use requires Commissioner's

review or approval, such work by the Commissioner shall be considered as part of the Contractor's redesign cost.

D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN and XHHW.

E. Multiconductor Cable: Comply with NEMA WC 70 for armored cable, Type AC and metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping.

2.4 SLEEVE SEALS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.
5. Hilti.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Stainless steel. Include two for each sealing element.
3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating or Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Minimum size No. 12 AWG up to 100 feet at 120V; lengths exceeding 100 feet, use No. 10. For 277V, over 220 feet, use No. 10 minimum.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Armored cable, Type AC.

C. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Armored cable, Type AC.

E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

F. Class 1 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."

F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

G. Not more than three lighting or convenience outlet circuits in one conduit unless otherwise indicated.

H. Pull no thermoplastic wires at temperatures lower than 32°F.

I. Unless specifically indicated, separate raceways for conductors of 120/208 and 277/480 volt systems, except 480 volt motor branch circuit wiring and related 120 volt control wiring. Separate raceways for emergency system conductors.

J. Individual raceways for two pole ungrounded circuits.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Terminations, splices and taps:

1. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation rating than unspliced conductor.
2. Copper conductors No. 10 and smaller: Compression type or twist-on spring loaded connectors and clear nylon insulated covering.
3. Copper conductors No. 8 and larger: Mechanical bolted pressure or hydraulic compression type using manufacturers recommended tooling.
4. Cable lugs and connectors: Compression type of same metal as conductor to match cables with marking indicating size and type.
5. For copper lug connection to bus bars provide anti-seize compound.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both wall surfaces.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealers."

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 07 Section "Firestopping/Smoke Seals."

L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work. Obtain written approval from roofing contractor for actual materials being used and methods of installation.

M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

A. Install to seal underground exterior-wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Firestopping/Smoke Seals"

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform tests and inspections and prepare test reports.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Perform scans when the facility is operational and at highest peak of electrical load as possible. Remove box and equipment covers so splices are accessible to portable scanner.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

D. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Design Criteria: Contractor shall provide all required support, seismic bracing (based on structural assigned zone) and anchor bolts. Drawings signed by a registered structural engineer to be retained by the Contractor. Design supports for multiple raceways, including comprehensive engineering analysis by a licensed professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel slotted support systems.
2. Nonmetallic slotted support systems.
3. The drawings provided by the contractor shall be submitted in a shop drawing format for project structural engineer for review and comment.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Nonmetallic slotted channel systems. Include Product Data for components.
4. Equipment supports.

C. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.
g. Wesanco, Inc.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Channel Dimensions: Selected for applicable load criteria.

B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. Fabco Plastics Wholesale Limited.
d. Seasafe, Inc.

2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
4. Rated Strength: Selected to suit applicable load criteria.

C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

D. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or

cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

        1) Hilti Inc.
        2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
        3) MKT Fastening, LLC.
        4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

        1) Cooper B-Line, Inc.; a division of Cooper Industries.
        2) Empire Tool and Manufacturing Co., Inc.
        3) Hilti Inc.
        4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
        5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 10 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 05 29

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 26 Section "Common Work Results for Electrical."

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.
2. For handholes and boxes for underground wiring, including the following:

   a. Duct entry provisions, including locations and duct sizes.
   b. Frame and cover design.
   c. Grounding details.
   d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
   e. Joint details.

C. Samples for Initial Selection: For wireways and surface raceways with factory-applied texture and color finishes.

D. Samples for Verification: For each type of exposed finish required for wireways and and surface raceways

E. Retain paragraph and subparagraphs below if Drawings do not include detailed conduit routing plans and if Project involves unusual coordination requirements.

F. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

G. Qualification Data: For professional engineer and testing agency.

H. Source quality-control test reports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to City of New York, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit; a Tyco International Ltd. Co.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. Electri-Flex Co.
6. Manhattan/CDT/Cole-Flex.
7. Maverick Tube Corporation.
8. O-Z Gedney; a unit of General Signal.
9. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

C. Aluminum Rigid Conduit: ANSI C80.5.

D. IMC: ANSI C80.6.

E. EMT: ANSI C80.3.

F. FMC: Zinc-coated steel or aluminum.

G. LFMC: Flexible steel conduit with PVC jacket.

H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
2. Fittings for EMT: Steel or die-cast, compression type.

I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. Cooper B-Line, Inc.
2. Hoffman.
3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, 3R unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Screw-cover type or Flanged-and-gasketed type.

E. Finish: Manufacturer's standard enamel finish.

2.3 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Prime coating, ready for field painting.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

   a. Thomas & Betts Corporation.
   b. Walker Systems, Inc.; Wiremold Company (The).
   c. Wiremold Company (The); Electrical Sales Division.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (or approved equal):

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman.
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet Division.
10. Spring City Electrical Manufacturing Company.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

E. Metal Floor Boxes: Cast or sheet metal, rectangular.

F. Nonmetallic Floor Boxes: Nonadjustable, round.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

I. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

J. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Rigid steel conduit.
2. Concealed Conduit, Aboveground: IMC or EMT.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
5. Application of Handholes and Boxes for Underground Wiring:

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: RNC.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:
   a. Mechanical rooms.
   b. Exterior of building, with compressions type fitting.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: IMC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, nonmetallic in damp or wet locations.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

J. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

K. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

L. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

M. Set metal floor boxes level and flush with finished floor surface.

N. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 26 05 33

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SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following:

1. Identification for raceway and metal-clad cable.
2. Identification for power conductors and communication and control cable.
3. Underground-line warning tape.
4. Warning labels and signs, including arc flash labeling.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Identification Schedule: An index of nomenclature of electrical cables, equipment and system components used in identification signs and labels.

C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and ANSI C2 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with NFPA 70E.

E. Comply with ANSI Z535, arc flash labels.

F. Comply with OSHA requirements for electrical labeling.

G. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage.

C. Self-Adhesive Vinyl Labels for raceways carrying circuits 600V or less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

D. Snap-Around Labels for raceways carrying circuits 600V or less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Snap-Around, Color-Coding Bands for raceways carrying circuits 600V or less: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

F. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

G. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Colors for Raceways Carrying Circuits at 600 V and Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage.

C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches (50 mm) wide; compounded for outdoor use.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.

D. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.

1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.5 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch- (0.35-mm-) thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.

D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking nylon tie fastener.

E. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and polyester or nylon tie for attachment to conductor or cable.

1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

F. Warning label and sign shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.6 EQUIPMENT IDENTIFICATION LABELS

A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).

B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and ultraviolet-resistant seal for label.

C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

E. Stenciled Legend: In nonfading, waterproof, black paint. Minimum letter height shall be 1 inch (25 mm).

2.7 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

PART 3 - EXECUTION

3.1 APPLICATION

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A: Identify with orange self-adhesive vinyl label.

B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, self-adhesive vinyl tape applied in bands:
   1. Mechanical and Electrical Supervisory System: Green and blue.
   2. Control Wiring: Green and red.

C. Power-Circuit Conductor Identification: For conductors No. 1/0AWG in pull and junction boxes, and handholes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.

D. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape and marker labels. Identify each ungrounded conductor according to source and circuit number.

E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal,.

   1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
   2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
   3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.

F. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply baked-enamel warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.

   1. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.

G. Instruction Signs:

   1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

H. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power,

lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

   a. Indoor and Outdoor Equipment: Screwed-on engraved white laminated plastic sheet with minimum 3/8 inch to 3/4 inch black lettering for normal systems and red laminated plastic sheet with lettering for energy systems.
   b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

2. Equipment to Be Labeled:

   a. Panelboards, electrical cabinets, and enclosures.
   b. Access doors and panels for concealed electrical items.
   c. Disconnect switches.
   d. Enclosed circuit breakers.
   e. Motor starters.
   f. Push-button stations.
   g. Monitoring and control equipment.

3.2 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach nonadhesive signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.

H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

   1. Outdoors: UV-stabilized nylon.
   2. In Spaces Handling Environmental Air: Plenum rated.

I. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.3 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30A, and 120V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m) maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
1. Power.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in pull and junction boxes and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if City of New York permits.
b. Colors for 208/120-V Circuits:

1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.

c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.

E. Painted Identification: Prepare surface and apply paint according to Division 09 painting Sections.

F. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.

3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.

J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

K. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
b. Outdoor Equipment: melamine label.
c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be laminated acrylic or melamine label.
b. Enclosures and electrical cabinets.
c. Access doors and panels for concealed electrical items.
d. Enclosed switches.
e. Enclosed circuit breakers.
f. Enclosed controllers.
g. Variable-speed controllers.

h. Push-button stations.
i. Contactors.

END OF SECTION 26 05 53

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:
1. Nonfusible switches.
2. Molded-case circuit breakers (MCCBs).
3. Enclosures.

B. Related Sections:
1. Division 26 "Identification for Electrical Systems."

1.3 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.4 SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.

3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Include evidence of NRTL listing for series rating of installed devices.
5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

C. Qualification Data: For qualified testing agency.

D. Field quality-control reports.

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Manufacturer's field service report.

F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition, include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently properly trained by NETA to supervise on-site testing.

B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. 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.

E. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
2. Altitude: Not exceeding 6600 feet (2010 m).

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by City of New York or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Commissioner and City of New York no fewer than ten days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Commissioner's written permission.
4. Comply with NFPA 70E.

1.7 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 NONFUSIBLE SWITCHES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following (or approved equal):

1. Eaton Electrical Inc.; Cutler-Hammer.
2. General Electric Company.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type GD, General Duty, Single Throw, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

C. Type HD, Heavy Duty, Single Throw, 600-V AC, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

D. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Compression type, suitable for number, size, and conductor material.

2.2 MOLDED-CASE CIRCUIT BREAKERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following (or approved equal):

1. Eaton Electrical Inc.; Cutler-Hammer.
2. General Electric Company.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.

C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 400A and larger.

D. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

E. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Instantaneous trip.
2. Long- and short-time pickup levels.
3. Long- and short-time time adjustments.
4. Ground-fault pickup level, time delay, and I^2t response.

F. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.

G. Ground-Fault, Circuit-Interrupter (GFCI) Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).

H. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Lugs: Compression type, suitable for number, size, trip ratings, and conductor material.
3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
4. Ground-Fault Protection: Comply with UL 1053; remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.

2.3 ENCLOSURES

A. All enclosed disconnect switches and circuit breakers shall have NEMA 1 general purpose enclosures unless otherwise noted. Provide enclosures suitable for locations as indicated on the drawings and as described below.

1. NEMA 1 surface or flush-mounted general purpose enclosures primarily intended for indoor use.
2. NEMA 12 dust-tight enclosures intended for indoor use primarily to provide protection against circulating dust, falling dirt and dripping non-corrosive liquids.
3. NEMA 3R raintight enclosures intended for outdoor use primarily to provide against rain, sleet, and damage from external ice formation.
4. NEMA 4 watertight stainless steel intended for indoor or outdoor use primarily to provide protection against windblown dust and rain, splashing rain, hose-directed water, and damage from external ice formation.
5. NEMA 7, Class I, Group D hazardous location cast aluminum intended for indoor use in locations classified as Class I, Group D as defined in the National Electrical Code.
6. NEMA 9, Class II, Groups E, F, and G hazardous location cast aluminum intended for indoor use in locations classified as Class II, Groups E, F, and G as defined in the National Electrical Code.

B. All enclosed disconnect switches and circuit breakers shall have nameplates, front cover mounted, that contain a permanent record of catalog number and maximum rating, provide handle mechanisms that are padlockable in the OFF position.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with 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. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Comply with mounting and anchoring requirements per manufacturers guidelines

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

D. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.

b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.

c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 26 28 16

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SECTION 265600 - EXTERIOR LIGHTING

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes the following:

1. Exterior luminaires with lamps and ballasts.
2. Luminaire-mounted photoelectric relays.

1.3 DEFINITIONS

A. CRI: Color-rendering index.

B. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 SUBMITTALS

A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
2. Details of attaching luminaires and accessories.
3. Details of installation and construction.
4. Luminaire materials.
5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
   a. Provide photometric files on a CD with original file name prefixed by the fixture type and a hyphen, i.e., A-32214.ies.

b. Photometric data shall be certified by a qualified independent testing agency or by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

6. Photoelectric relays.
7. Ballast: Provide separate list, keyed to fixture type indicating manufacturer, catalog number, ballast type, ballast factor, input wattage, voltage and energy-efficiency data.
8. Lamps: Provide separate list, keyed to fixture type, indicating manufacturer, catalog number, voltage, color temperature, life, output, and energy-efficient data.

B. Shop Drawings:

1. Wiring Diagrams: Power and control wiring.

C. Samples for Verification: For products designated for sample submission in Exterior Lighting Device Schedule. Each sample shall include lamps and ballasts and cord and plug set up for 120V operation.

D. Qualification Data: For agencies providing photometric data for lighting fixtures.

E. Field quality-control test reports.

F. Operation and Maintenance Data: For luminaires to include in emergency, operation, and maintenance manuals.

G. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to City of New York, and marked for intended use.

D. Comply with IEEE C2, "National Electrical Safety Code."

E. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Luminaires and associated materials to be delivered and stored in manufacturer's sealed packaging

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
3. Warranty Period for Color Retention: Five years from date of Substantial Completion.
4. Warranty Period for Lamps: Replace lamps and fuses that fail within 12 months from date of Substantial Completion; furnish replacement lamps and fuses that fail within the second 12 months from date of Substantial Completion.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 1 replacement lamp(s) for each luminaire
2. Glass and Plastic Lenses, Covers, and Other Optical Parts: 1 replacement set
3. Ballasts: 1 replacement

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In Exterior Lighting Device Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of following manufacturers (or approved equal):

a. Lithonia Lighting

b. RAB Lighting

c. Lumark

e. Or approved equal

2. Basis of Design Product: Lumark LED Walpak LDWP-FC-3B-120V-PE

2.2 LUMINAIRES, GENERAL REQUIREMENTS

A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to City of New York.

B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.

H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.

J. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

M. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

a. Color: To match exterior cladding color and finish

N. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

2.3 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS

A. Comply with UL 773 or UL 773A.

B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc and off at 4.5 to 10 fc with 15-second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.

1. Relay with locking-type receptacle shall comply with NEMA C136.10.
2. Adjustable window slide for adjusting on-off set points.

C. Low-Temperature Ballast Capability: Rated by its manufacturer for reliable starting and operation of indicated lamp(s) at temperatures minus 20 deg F and higher.

D. Low-Temperature Lamp Capability: Rated for reliable starting and operation with ballast provided at temperatures minus 20 deg F and higher.

2.4 REQUIREMENTS FOR INDIVIDUAL EXTERIOR LIGHTING DEVICES

A. Exterior Lighting Device Type

1. Basis-of-Design Product: Lithinia Lighting TWR1

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

A. Install lamps in each luminaire.

B. Fasten luminaire to metal clad wall at mid-point between standing seams

1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

C. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources.
1. Target and focus after regular working hours and before building acceptance.
2. Permanently indicate targeting on fixture and provide positive locking devices to preclude mis-focus during relamping.
3. Target and focus in the presence of the Commissioner.

3.2 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: Comply with Division 26 Section "Raceway and Boxes for Electrical Systems."

C. Inspect each installed fixture for damage. Replace damaged fixtures and components.

D. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.

1. Verify operation of photoelectric controls.

E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 26 56 00

SECTION 28 31 11 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

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

(5) The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. System smoke detectors.
2. Addressable interface device.

1.3 DEFINITIONS

A. LED: Light-emitting diode.

B. NFPA 70: National Electrical Code, 2008 Edition, as modified by the 2011 New York City Electrical Code

C. NFPA 72: National Fire Alarm and Signaling Code, 2010 Edition, as modified by Appendix Q of the 2014 New York City Building Code.

D. NICET: National Institute for Certification in Engineering Technologies.

E. NRTL: Nationally recognized testing laboratory.

F. UL: Underwriters Laboratories.

1.4 SYSTEM DESCRIPTION

A. Non-coded, UL Listed addressable manual and automatic fire alarm system with automatic sensitivity control of smoke detectors; multiplexed signal transmission, dedicated to fire-alarm service only.

1.5 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Fire-alarm control unit and raceways shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.6 SUBMITTALS

A. General Submittal Requirements:

1. Submittals shall be approved by City of New York prior to submitting them to the Commissioner.
2. Shop Drawings shall be prepared by persons with the following qualifications:

a. Properly trained by manufacturer in fire-alarm system design.
b. NICET-certified fire-alarm technician.
c. Licensed or certified by New York State.

B. Product Data: For each type of product indicated.

C. Shop Drawings: For fire-alarm system. Include plans, elevations, sections, details, and attachments to other work.

1. Comply with recommendations in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72.
2. Include voltage drop calculations for notification appliance circuits.
3. Include battery-size calculations.
4. Include performance parameters and installation details for each detector, verifying that each detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
5. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale and coordinating installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.
6. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
7. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits.

D. Engineering Submittal: For smoke and heat detectors indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Drawings showing the location of each smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the detector.
2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72.

E. Qualification Data: For qualified Installer.

F. Seismic Qualification Certificates: For fire-alarm control unit, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

G. Field quality-control reports.

H. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals. In addition to items specified in DDC General Conditions include the following:

1. Comply with the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
2. Provide "Record of Completion Documents" according to NFPA 72 article "Permanent Records" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter.
3. Record copy of site-specific software.
4. Provide "Maintenance, Inspection and Testing Records" according to NFPA 72 article of the same name and include the following:

    a. Frequency of testing of installed components.
    b. Frequency of inspection of installed components.
    c. Requirements and recommendations related to results of maintenance.
    d. Manufacturer's user training manuals.

5. Manufacturer's required maintenance related to system warranty requirements.
6. Abbreviated operating instructions for mounting at fire command center.

I. 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.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Personnel shall be properly trained by manufacturer for installation of units required for this Project.

B. Installer Qualifications: Installation shall be by personnel properly trained by NICET as fire-alarm technician.

C. Source Limitations for Fire-Alarm System and Components: Obtain fire-alarm system from single source from single manufacturer.

D. 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.

E. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL.

F. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.

G. NFPA Certification: Obtain certification according to NFPA 72 in the form of a placard by a UL-approved alarm company.

H. NFPA Certification: Obtain certification according to NFPA 72.

1.8 SOFTWARE SERVICE AGREEMENT

A. Comply with UL 864.

B. Technical Support: Beginning with Substantial Completion, provide software support for one year.

C. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within one 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 Commissioner to allow scheduling and access to system and to allow Commissioner to upgrade computer equipment if necessary.

1.9 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.

1. Remote Indicating Lamp Units: Provide six (6) of each type installed.
2. Strobe Units: Provide six (6) of each type installed.
3. Smoke Detectors, Duct Detectors, Heat Detectors: Provide six (6) of each type installed.
4. Detector Bases: Provide six (6) of each type installed.
5. Keys and Tools: One extra set for access to lock and tamper proofed components.

6. Audible and Visual Notification Appliances: Provide six (6) of each type installed.
7. Fuses: 1 of each type installed in the system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Case-Acme; a division of Firecom, Inc.
2. Edwards System Technology; a United Technologies Corp. company.
3. Notifier; a Honeywell company.
4. Siemens Building Technologies, Inc.; Fire Safety Division.
5. Or approved equal

2.2 SYSTEMS OPERATIONAL DESCRIPTION

A. Fire-alarm signal initiation shall be by one or more of the following devices:

1. Duct smoke detectors.
2. Verified automatic alarm operation of smoke detectors.

B. Fire-alarm signal shall initiate the following actions:

1. Annunciate, Display and Print out alarm at Fire Alarm Control Panel (FACP).
2. Activate the "FIRE" sign at the FACP.
3. Sound alarm over horns and activate strobes throughout the occupancy.
4. Indicate what kind of device has been activated and its precise location and name at the FACP.
5. Transmit an alarm signal to the remote alarm receiving station.
6. Transmit signal to security system to unlock electric door locks in designated egress paths and any other doors controlled by the security system.
7. Release stairway doors.
8. Shutdown Air Handling Units with capacities over 2,000 cfm and associated smoke dampers.
9. Recall elevators to recall floors.
10. Transmit signal to BMS system.
11. Record events in the system memory.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.

2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of primary power at FACP.
4. Ground or a single break in FACP internal circuits.
5. Abnormal ac voltage at FACP.
6. Break in standby battery circuitry.
7. Failure of battery charging.
8. Abnormal position of any switch at FACP.

E. System Trouble and Supervisory Signal Actions: Initiate notification appliance and annunciate at FACP.

2.3 SYSTEM SMOKE DETECTORS

A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Detectors shall be two-wire type.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to FACP.
4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type indicating detector showing it is operational and in alarm changes color.
7. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at FACP for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by FACP.

B. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from FACP and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at FACP, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.
    b. Device type.
    c. Present average value.
    d. Present sensitivity selected.
    e. Sensor range (normal, dirty, etc.).

3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector.
4. Each sensor shall have multiple levels of detection sensitivity.
5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions were applied.
6. Relay Fan Shutdown: Rated to interrupt fan motor-control circuit.

2.4 ADDRESSABLE MONITOR MODULE.

A. The addressable monitor module shall be provided for monitoring and interfacing normally open, latching alarm contacts or normally closed latching trouble contacts, to the addressable system, via a separate supervised class B circuit.

B. The interface element shall be identified by the control panel and contain an addressable element which is monitored by a serial polling operation.

C. The addressable monitor module shall be equipped with screw-type terminals.

D. The addressable monitor module shall include an integral visual alarm L.E.D. to indicate operation.

E. The addressable monitor module shall be capable of occupying the same initiating circuit along with other addressable devices.

F. The addressable monitor module shall be suitable for surface or flush mounting.

2.5 ADDRESSABLE CONTROL MODULE.

A. The addressable control module shall be provided with control capabilities utilizing form C dry contacts.

B. Minimum: Single pole contact, double throw output (SPDT) or as required to perform specific function.

C. The addressable control module shall be identified by the control panel and monitored by a serial polling operation.

D. The addressable control module shall be capable of occupying the same initiating circuit along with other addressable devices.

E. The addressable control module shall include an integral visual alarm L.E.D. to indicate relay activation, along with the capability of providing confirmation of actuation at the FACP.

F. Module to be supervised.

G. Relay contacts: Minimum 300 mA at 120 VAC, Form C.

H. If circuit load exceeds module rating, provide auxiliary relays as required.

2.6 DEVICE GUARDS

A. Description: Plastic STI covers of size and shape for the manual station, smoke detector, gong, or other device requiring protection.

1. Factory fabricated and furnished by manufacturer of device.
2. Finish: Paint of color to match the protected device.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Comply with NFPA 72 for installation of fire-alarm equipment.

B. Equipment Mounting: Install fire command center on concrete base with tops of cabinets not more than 72 inches above the finished floor. Comply with requirements for concrete base.

1. Install seismic bracing.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.

C. Smoke - or - Heat Detector Spacing:

1. Comply with NFPA 72, "Smoke-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for smoke-detector spacing.
2. Comply with NFPA 72, "Heat-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for heat-detector spacing.
3. Smooth ceiling spacing shall not exceed 30 feet.
4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Appendix A in NFPA 72.
5. HVAC: Locate detectors not closer than 3 feet from air-supply diffuser or return-air opening.
6. Lighting Fixtures: Locate detectors not closer than 12 inches from any part of a lighting fixture.

D. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct.

E. Remote Status and Alarm Indicators: Install near each smoke detector and each sprinkler water-flow switch and valve-tamper switch that is not readily visible from normal viewing position.

3.2 CONNECTIONS

A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Smoke dampers in air ducts of designated air-conditioning duct systems.

2. Alarm-initiating connection to elevator recall system and components.
3. Supervisory connections at valve supervisory switches.

3.3 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

B. Install framed instructions in a location visible from fire-alarm control unit.

3.4 GROUNDING

A. Ground fire-alarm control unit and associated circuits; comply with New York City Electrical Code. Install a ground wire from main service ground to fire-alarm control unit.

3.5 FIELD QUALITY CONTROL

A. Field tests shall be witnessed by Commissioner and the FDNY - Fire Department Inspector.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Visual Inspection: Conduct visual inspection prior to testing.

   a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter.
   b. Comply with "Visual Inspection Frequencies" Table in the "Inspection" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.

2. System Testing: Comply with "Test Methods" Table in the "Testing" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
4. Test visible appliances for the public operating mode according to manufacturer's written instructions.
5. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.

6. Contractors shall file all required fire department forms (A-433; B-45 and As-Built Riser Diagram) for FDNY Inspections.
7. Contractors shall provide adequate man-power for all FDNY inspections.

D. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.

E. Fire-alarm system will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

G. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.

H. Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.6 DEMONSTRATION

A. Provide instruction to the City of New York's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111

FMS ID: **LNCA1167S**

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

Department of Design and Construction

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LOCATION: **328 East 67th Street**
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CITY OF NEW YORK

Contractor

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Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20 _____